



County of Los Angeles **CHIEF ADMINISTRATIVE OFFICE**

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DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

November 1, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

REQUEST TO APPROVE MASTER AGREEMENT FOR LONG TERM DISABILITY HEARING OFFICER SERVICES (ALL DISTRICTS - 3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to execute the attached Master Agreements for Long Term Disability (LTD) Hearing Officer Services, with Beck Consultants and The ADR (Alternative Dispute Resolution) Coach, for a term of three years, with a provision for two, one-year renewal options.
2. Authorize the CAO, or his designee, to approve and execute all renewal options, extensions, and change notices pursuant to the provisions of the Master Agreements.
3. Authorize the CAO, or his designee, to enter into Master Agreements with additional vendors throughout the term of the Master Agreements, provided such vendors meet all minimum requirements and qualifications outlined in the July 1, 2005, LTD Hearing Officer Services Request for Statement of Qualifications (RFSQ).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The *Los Angeles County Code* (County Code) provides that County employees who claim, and are subsequently determined ineligible to receive LTD benefits, may appeal such determinations through an administrative hearing process. Approval of the Master Agreements will enable the CAO to maintain an adequate number of qualified, impartial hearing officers to resolve LTD claim appeals.

Implementation of Strategic Plan Goals

Authorizing the Master Agreements supports the County's Strategic Plan Goal 1, Service Excellence, and Goal 4, Fiscal Responsibility.

FISCAL IMPACT/FINANCING

Funding is included in the Fiscal Year 2005-06 Adopted Budget, and expenses will be charged to the County's LTD Trust Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Your Board adopted the County's LTD Plan on July 1, 1981. County Code Section 5.38.030 (F) states that:

"A claimant may appeal the denial, cessation, or cancellation of a benefit under this Plan by filing a written notice of appeal with the Chief Administrative Officer within 60 days of the notice of denial, cessation, or cancellation of the benefit. The matter shall then be reviewed by a hearing officer designated by the County. The hearing officer shall conduct a full and fair hearing and render a decision, which shall be final."

The hearing officers' decisions are reviewable by the Superior Court of California.

Currently, LTD appeal hearings are conducted by a CAO retiree on a 120-day assignment. To assure independence, the CAO intends to discontinue use of County employees as hearing officers. The CAO believes it prudent to avoid any appearance of bias or conflict.

The proposed hearing officer panel is displayed on Attachment A. The proposed Master Agreements are included in Attachment B. The Master Agreements provide for an initial three-year term to be effective upon approval by your Board. The Master Agreements also provides for two, one-year renewal extensions, at the CAO's option.

The CAO will assign cases to the hearing officers' panel on a rotational basis. The Master Agreements provide for compensation on an hourly basis at the rates set forth in the Master Agreements, not to exceed \$2,400 per case.

The CAO also requests authorization to execute Master Agreements with additional qualified contractors throughout the term of the Master Agreements. Doing so ensures availability of a sufficient number of hearing officers, and that LTD hearings continue to be conducted efficiently and timely.

The terms and conditions of the Master Agreement have been approved as to form by County Counsel.

The CAO has determined that, because of the nature and frequency of the services, the Living Wage Program (County Code Chapter 2.201) does not apply to the Master Agreements.

CONTRACTING PROCESS

On July 1, 2005, the CAO released a RFSQ. The RFSQ was posted on the County's "Doing Business with Us" website and advertisements were placed in the *Los Angeles Daily News*, *La Opinion*, *Los Angeles Sentinel*, and the *Los Angeles Times* newspapers. Notification was mailed to 26 potential candidates, including the retired County employee who had provided this service. Copies of the RFSQ were provided to four additional firms or individuals who requested copies after seeing the advertisements or viewing the County's website.

Statements of Qualifications were received from two vendors. Both vendors meet the RFSQ's requirements, and agree to the County's terms and conditions.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

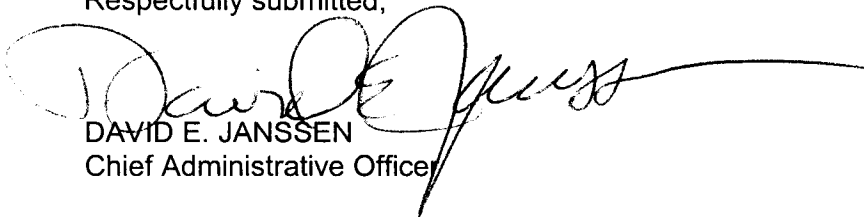
The service provided by the proposed panel of hearing officers are key components to the County's LTD Plan. The CAO retiree currently providing the LTD hearings decided not to respond to the RFSQ.

CONCLUSION

Maintaining a panel of impartial, qualified vendors ensures that the County's LTD process remains fair and objective.

Upon approval by your Board, please return two copies of the Master Agreements and one stamped copy of the approved letter to the CAO, Risk Management Branch.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David E. Janssen", with a long horizontal flourish extending to the right.

DAVID E. JANSSEN
Chief Administrative Officer

DEJ:RAA
CO:KR:sg

Attachments

c: Executive Officer, Board of Supervisors
County Counsel
Auditor-Controller

COUNTY OF LOS ANGELES
CHIEF ADMINISTRATIVE OFFICE



AGREEMENT
BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND
BECK CONSULTANTS
TO PROVIDE
HEARING OFFICER SERVICES

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EXHIBITS:

A STATEMENT OF WORK

**B - CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT**

C - SAFELY SURRENDERED BABY LAW

MASTER AGREEMENT FOR HEARING OFFICER SERVICES

THIS MASTER AGREEMENT is made and entered as of the Effective Date by and between the County of Los Angeles, Chief Administrative Office, hereinafter referred to as "COUNTY", and Beck Consultants, hereinafter referred to as "CONTRACTOR", to provide hearing officer services (hereinafter referred to as "Services").

RECITALS

WHEREAS, COUNTY has the need for hearing officer services pursuant to County Code Section 5.38.030; and

WHEREAS, CONTRACTOR has the qualifications and possesses the competence and expertise necessary to provide such Services described hereunder; and

WHEREAS, COUNTY has authority to obtain such Services by contract under California Codes, Government Code Section 31000; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

This base document along with Exhibits A, B and C, as set forth below, are attached to and form and are throughout and hereinafter collectively referred to as the "Master Agreement." In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base document and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the base document and then to the Exhibits according to the following priority:

- {PRIVATE }EXHIBIT A - Statement of Work
- EXHIBIT B - Contractor Employee Acknowledgment and Confidentiality Agreement
- EXHIBIT C - Safely Surrendered Baby Law

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to Sub-paragraph 8.3, "Change Notices and Amendments", and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to COUNTY's Request for Statement of Qualifications (RFSQ), has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the Chief Administrative Office (CAO).
- 2.2 Contractor Project Manager:** The individual designated by CONTRACTOR to administer the Master Agreement operations after the Master Agreement award.
- 2.3 County Project Director:** Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Master Agreement that cannot be resolved by the County's Project Manager.
- 2.4 County Project Manager:** The individual designated by COUNTY with responsibility to oversee the day to day activities of this Master Agreement.
- 2.5 Day(s):** Calendar day(s) unless otherwise specified.
- 2.6 Effective Date:** The date the Master Agreement has been approved by the Los Angeles County Board of Supervisors.
- 2.7 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.8 Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of qualified vendors to provide services through Master Agreements.
- 2.9 Statement of Qualifications (SOQ):** A CONTRACTOR's response to an RFSQ.
- 2.10 Statement of Work (SOW):** A written description of tasks and/or deliverables desired by COUNTY through this Master Agreement.

3.0 WORK

- 3.1** Pursuant to the provisions of this Master Agreement, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in *Exhibit A - Statement of Work*.
- 3.2** If CONTRACTOR provides any task, deliverable, service, or other work, other than as specified in this Master Agreement, the same shall be deemed to be a gratuitous effort on the part of CONTRACTOR, and CONTRACTOR shall have no claim whatsoever against COUNTY.

{PRIVATE }4.0 TERM

- 4.1** The term of this Master Agreement commences upon the Effective Date and shall be for three (3) years, unless otherwise terminated or extended, in whole or in part, as provided in this Master Agreement.
- 4.2** COUNTY shall have the sole option to extend the Master Agreement term for up to two (2) additional one-year periods, for a maximum total Master Agreement term of five (5) years. Each such option to extend shall be exercised at the sole discretion of the Chief Administrative Officer or his/her designee.

{PRIVATE }5.0 CONTRACT SUM

- 5.1 Funds will only be expended when Services are needed. Payments made for work completed will be charged to the Long Term Disability Fund. Funding is available for this purpose in the Fiscal Year 2005-2006 Budget. Funds for payment of work performed in future fiscal years will be subject to appropriation by the County Board of Supervisors.

{PRIVATE }5.2 Invoices and Payments

- 5.2.1 CONTRACTOR shall invoice COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A – Statement of Work* and elsewhere hereunder.
- 5.2.2 CONTRACTOR's invoices shall contain the information set forth in *Exhibit A – Statement of Work* describing the tasks, deliverables, good, services, work hours, and/or other work for which payment is claimed.
- 5.2.3 CONTRACTOR's invoices shall be priced in accordance with *Exhibit A – Statement of Work*.
- 5.2.4 COUNTY shall pay for CONTRACTOR's parking fees at COUNTY facilities as required to perform the Services described hereunder.
- 5.2.5 COUNTY shall not pay CONTRACTOR for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.
- 5.2.6 **County Approval of Invoices.** All invoices submitted by CONTRACTOR for payment must have the written approval of COUNTY's Project Manager prior to any payment thereof. In no event shall COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the COUNTY.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

6.1 COUNTY's Project Director

The COUNTY's Project Director shall be:

Catherine O'Brien
Occupational Health & Disability Management Section
CAO/Risk Management Branch
3333 Wilshire Blvd., Suite 1000
Los Angeles, CA 90010

Responsibilities of the COUNTY's Project Director include:

- 6.1.1 Ensuring that the objectives of this Master Agreement are met;
- 6.1.2 Making changes in the terms and conditions of this Agreement in accordance with Sub-paragraph 8.4, "Change Notices and Amendments."

- 6.1.3 Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

6.2 COUNTY's Project Manager

COUNTY's Project Manager shall be the following person or designee:

Cheryl Scott
Disability Management Programs
LTD Management Program
3333 Wilshire Blvd., Suite 1000
Los Angeles, CA 90010
(213) 738-2194

Responsibilities of the COUNTY's Project Manager include:

- 6.2.1 Overseeing the day-to-day administration of this Master Agreement;
- 6.2.2 Meeting or conferring with CONTRACTOR's Project Manager on an as-needed basis;
- 6.2.3 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR;
- 6.2.4 Except as expressly set forth in this Master Agreement, COUNTY's Project Manager is not authorized to make any changes in any of the terms or conditions of this Master Agreement.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR{tc "5.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR\:"}

7.1 CONTRACTOR's Project Manager {tc "5.1 CONTRACTOR's Project Manager\:" || 2}

7.1.1 CONTRACTOR's Project Manager shall be:

Julia Beck
1125 Lindero Canyon Rd., A8-223
Westlake Village, CA 91362
(805) 496-9052

- 7.1.2 CONTRACTOR's Project Manager shall have overall responsibility for the performance of CONTRACTOR's activities under this Master Agreement and shall be authorized to act for and bind CONTRACTOR in all matters relating to the administrative aspects of this Master Agreement.

7.2 Confidentiality

CONTRACTOR shall maintain the confidentiality of all records obtained from COUNTY under this Master Agreement in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality. CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement. CONTRACTOR

shall cause each employee performing services covered by this Master Agreement to sign and adhere to *Exhibit B - Contractor Employee Acknowledgment and Confidentiality Agreement*.

8.0 STANDARD TERMS AND CONDITIONS

{PRIVATE }8.1 ASSIGNMENT AND DELEGATION

- 8.1.1 CONTRACTOR shall not assign its rights or delegate its duties under this Master Agreement, either in whole or in part, without the prior written consent of the CAO. Any unapproved assignment or delegation shall be null and void. Any payments by the CAO to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at the CAO's sole discretion, against the claims, which CONTRACTOR may have against COUNTY.
- 8.1.2 If any assumption, assignment, delegation, or takeover of any of CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the express prior written approval of the CAO, may result in the termination of this Master Agreement.

8.2 AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the person executing this Master Agreement for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition, and obligation of this Master Agreement and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

{PRIVATE }8.3 CHANGE NOTICES AND AMENDMENTS

- 8.3.1 COUNTY reserves the right to initiate Change Notices that **do not affect** the scope, term or payments pursuant to this Master Agreement. All such changes shall only be accomplished with an executed Change Notice signed by CONTRACTOR and by COUNTY's Project Director.
- 8.3.2 The COUNTY's Board of Supervisors or Chief Administrative Officer, or his/her designee, may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Administrative Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Chief Administrative Officer or his/her designee.
- 8.3.3 The Chief Administrative Officer or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0, "Term." CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement

shall be prepared and executed by CONTRACTOR and by the Chief Administrative Officer or his/her designee.

{PRIVATE }8.4 COMPLIANCE WITH APPLICABLE LAW

8.4.1 CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.

8.4.2 CONTRACTOR shall indemnify and hold harmless COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of CONTRACTOR or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.5 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

8.6 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.6.1 Jury Service Program:

This Master Agreement is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program"), as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit F* and incorporated by reference into and made part of this Master Agreement.

8.6.2 Written Employee Jury Service Policy

1. Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period

under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Master Agreement, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If CONTRACTOR is not required to comply with the Jury Service Program when the Master Agreement commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Master Agreement and at its sole discretion, that CONTRACTOR demonstrate to COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.
4. CONTRACTOR's violation of this Sub-paragraph may constitute a material breach of the Master Agreement. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Master Agreement and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

8.7 CONFLICT OF INTEREST

- 8.7.1 No COUNTY employee whose position with COUNTY enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.
- 8.7.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall

immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph 8.7 shall be a material breach of this Master Agreement.

8.8 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should CONTRACTOR require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, CONTRACTOR shall give **first consideration** for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Master Agreement.

8.9 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should CONTRACTOR require additional or replacement personnel after the effective date of this Master Agreement, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that CONTRACTOR will interview qualified candidates. COUNTY will refer GAIN/GROW participants by job category to CONTRACTOR. In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

8.10 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.10.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the COUNTY's policy to conduct business only with responsible Contractors.

8.10.2 Chapter 2.202 of the County Code

CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other agreements which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in the Master Agreement, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on any COUNTY Agreements for a specified period of time not to exceed three (3) years, and terminate any or all existing Agreements CONTRACTOR may have with COUNTY.

8.10.3 Non-responsible Contractor

COUNTY may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of an Agreement with COUNTY or a nonprofit corporation created by COUNTY, (2) committed an act or omission which negatively reflects on CONTRACTOR's quality, fitness or capacity to perform a Master Agreement with

COUNTY, any other public entity, or a nonprofit corporation created by COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against COUNTY or any other public entity.

8.10.4 Contractor Hearing Board

If there is evidence that CONTRACTOR may be subject to debarment, the CAO will notify CONTRACTOR in writing of the evidence that is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. CONTRACTOR and the CAO shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.10.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.11 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

CONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY Contractors to voluntarily post COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at CONTRACTOR's place of business. CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply CONTRACTOR with the poster to be used.

8.12 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.12.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

8.12.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this Master Agreement to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.13 COUNTY'S QUALITY ASSURANCE PLAN

COUNTY or its agent will evaluate CONTRACTOR's performance under this Master Agreement on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all Master Agreement terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

8.14 FACSIMILE REPRESENTATIONS

COUNTY and CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

{PRIVATE }8.15 GOVERNING LAW, JURISDICTION, AND VENUE

This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

{PRIVATE }8.16 INDEPENDENT CONTRACTOR STATUS

8.16.1 This Master Agreement is by and between COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.16.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of CONTRACTOR.

8.16.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of CONTRACTOR and not employees of COUNTY. CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of CONTRACTOR pursuant to this Master Agreement.

8.17 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Master Agreement.

8.18 GENERAL INSURANCE REQUIREMENTS

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Master Agreement, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Master Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY. Such coverage shall be provided and maintained at CONTRACTOR's own expense.

8.18.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to COUNTY's Project Manager prior to commencing services under this Master Agreement. Such certificates or other evidence shall:

- Specifically identify this Master Agreement;
- Clearly evidence all coverages required in this Master Agreement;
- Contain the express condition that the COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Master Agreement; and

- Identify any deductibles or self-insured retentions for COUNTY's approval. COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.18.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best rating of not less than A:VII unless otherwise approved by COUNTY.

8.18.3 Failure to Maintain Coverage: Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Master Agreement upon which COUNTY may immediately terminate or suspend this Master Agreement. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

8.18.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Master Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Master Agreement.
- Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a County "Non-employee Injury Report" to the COUNTY's Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Master Agreement.

8.18.5 Compensation for County Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Master Agreement, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

8.18.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all subcontractors performing services under this Master Agreement meet the insurance requirements of this Master Agreement by either:

- CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or
- CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.19 INSURANCE COVERAGE REQUIREMENTS

8.19.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.19.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.19.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.19.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than \$1 million per occurrence and \$1 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Master Agreement.

{PRIVATE }8.20 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.20.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.20.2 CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.20.3 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.20.4 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.20.5 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.20 when so requested by COUNTY.
- 8.20.6 If COUNTY finds that any provisions of this Sub-paragraph 8.20 have been violated, such violation shall constitute a material breach of this Master Agreement upon which COUNTY may terminate or suspend this Master Agreement. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this Master Agreement.

{PRIVATE }8.21 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Master Agreement shall not restrict the CAO from acquiring similar, equal or like goods and/or services from other entities or sources.

{PRIVATE }8.22 NOTICE OF DELAYS

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party shall, within five (5) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.23 NOTICE OF DISPUTES

CONTRACTOR shall bring to the attention of COUNTY's Project Manager and/or COUNTY's Project Director any dispute between COUNTY and CONTRACTOR regarding the performance of services as stated in this Master Agreement. If the COUNTY's Project Manager or COUNTY's Project Director is not able to resolve the dispute, the CAO, or his/her designee shall resolve it.

8.24 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.25 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit C* of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

{PRIVATE }8.26 NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Paragraph 6.0, "Administration of Master Agreement – County", and Paragraph 7.0, "Administration of Master Agreement – Contractor."

8.27 PUBLIC RECORDS ACT

8.27.1 Any documents submitted by CONTRACTOR, all information obtained in connection with COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Sub-paragraph 8.29, "Record Retention and Inspection/Audit Settlement", of this Master Agreement, as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.27.2 In the event COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary",

CONTRACTOR agrees to defend and indemnify COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

{PRIVATE }8.28 PUBLICITY

8.28.1 CONTRACTOR shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY shall not inhibit CONTRACTOR from publishing its role under this Master Agreement within the following conditions:

- CONTRACTOR shall develop all publicity material in a professional manner; and
- During the term of this Master Agreement, CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of COUNTY without the prior written consent of COUNTY's Project Director. COUNTY shall not unreasonably withhold written consent.

8.28.2 CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.28 shall apply.

{PRIVATE }8.29 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. CONTRACTOR agrees that COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Master Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY during the term of this Master Agreement and for a period of five (5) years thereafter unless COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY's option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.29.1 In the event that an audit of CONTRACTOR is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable

Federal or State law or under this Master Agreement. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.29.2 Failure on the part of CONTRACTOR to comply with any of the provisions of this Sub-paragraph shall constitute a material breach of this Master Agreement upon which COUNTY may terminate or suspend this Master Agreement.

8.29.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of COUNTY may conduct an audit of CONTRACTOR regarding the work performed under this Master Agreement, and if such audit finds that COUNTY's dollar liability for any such work is less than payments made by COUNTY to CONTRACTOR, then the difference shall be either: a) repaid by CONTRACTOR to COUNTY by cash payment upon demand or b) at the sole option of COUNTY's Auditor-Controller, deducted from any amounts due to CONTRACTOR from COUNTY, whether under this Master Agreement or otherwise. If such audit finds that COUNTY's dollar liability for such work is more than the payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY by cash payment, provided that in no event shall COUNTY's maximum obligation for this Master Agreement exceed the funds appropriated by COUNTY for the purpose of this Master Agreement.

{PRIVATE }8.30 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

8.31 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Sub-paragraph 8.12, "Contractor's Warranty of Adherence to County's Child Support Compliance Program," shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this Master Agreement, failure of CONTRACTOR to cure such default within 90 calendar days of written notice shall be grounds upon which COUNTY may terminate this Master Agreement pursuant to Sub-paragraph 8.33, "Termination for Default" and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

{PRIVATE }8.32 TERMINATION FOR CONVENIENCE

8.32.1 This Master Agreement may be terminated, in whole or in part, from time to time or permanently, when such action is deemed by COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.32.2 After receipt of a notice of termination and except as otherwise directed by COUNTY, CONTRACTOR shall immediately:

- Stop work under this Master Agreement, on the date and to the extent as identified in such notice;
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.32.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of CONTRACTOR under this Master Agreement shall be maintained by CONTRACTOR in accordance with Sub-paragraph 8.29, "Record Retention & Inspection/Audit Settlement."

{PRIVATE }8.33 TERMINATION FOR DEFAULT

8.33.1 COUNTY may, by written notice to CONTRACTOR, terminate the whole or any part of this Master Agreement, if, in the judgment of COUNTY's Project Director:

- CONTRACTOR has materially breached this Master Agreement;
- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Master Agreement; or
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Master Agreement, or of any obligations of this Master Agreement and, in either case, fails to demonstrate convincing progress toward a cure within thirty (30) working days (or such longer period as COUNTY may authorize in writing) after receipt of written notice from COUNTY specifying such failure.

8.33.2 The rights and remedies of COUNTY provided in this Sub-paragraph 8.33 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

{PRIVATE }8.34 TERMINATION FOR IMPROPER CONSIDERATION

8.34.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to CONTRACTOR's performance pursuant to this Master Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

8.34.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.34.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

{PRIVATE }8.35 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by CONTRACTOR, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any County Lobbyist or County Lobbying firm retained by CONTRACTOR to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Master Agreement, upon which COUNTY may in its sole discretion, immediately terminate or suspend this Master Agreement.

{PRIVATE }8.36 VALIDITY

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

{PRIVATE }8.37 WAIVER

No waiver by COUNTY of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.37 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

{PRIVATE }8.38 WARRANTY AGAINST CONTINGENT FEES

8.38.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any Master Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business.

8.38.2 For breach of this warranty, COUNTY shall have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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IN WITNESS WHEREOF, CONTRACTOR has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

BECK CONSULTANTS

By _____
Chair, Board of Supervisors

By _____
Name

Title

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Stephen R. Morris
Principal Deputy County Counsel

STATEMENT OF WORK

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STATEMENT OF WORK**1.0 SCOPE OF WORK**

- 1.1 The Hearing Officer will be expected to act as the Hearing Officer for LTD claims that have been appealed by the appellant/claimant under the County's Long-Term Disability and Survivor Benefits Plan.
- 1.2 All services performed and decisions rendered by the Hearing Officer must be in compliance with the Los Angeles County Code, Chapter 5.38, Long-Term Disability and Survivor Benefit Plan (See Attachment I), and pursuant to any specific requirements imposed by County.
- 1.3 Services shall include, but shall not be limited to, conducting and tape recording the Pre-Hearing Conference and the Hearing, reviewing evidence, and rendering a written decision which shall contain the proposed findings of fact, conclusions of law, and the Hearing Officer's decision. (See Attachment II, *Appeal and Hearing Procedures*).
- 1.4 The location of the Pre-Hearing Conferences and the Hearings shall be at the address listed below. Parking for the Hearing Officer will be validated by the County for Pre-hearing Conferences and Hearings.

County of Los Angeles
Chief Administrative Office
3333 Wilshire Blvd., Suite 1000
Los Angeles, CA 90010

Hearing Officer Qualifications

To be selected as a Hearing Officer panel member, the Hearing Officer must have knowledge and prior experience with cases regarding Social Security Disability criteria and meet the following qualifications:

- Experience making decisions based on Social Security Disability criteria;
- Two years of administrative hearing experience, arbitration experience or experience as Third Party Mediator;
- Must demonstrate knowledge of administrative hearing procedures (i.e., prior experience as mediator, advocacy hearing officer, expert witness, attorney, arbitrator);
- Must demonstrate knowledge of Rules of Evidence (i.e., prior experience as mediator, advocacy hearing officer, expert witness, attorney, arbitrator);
- Must have prior experience in preparation of formal administrative hearing decisions;
- Must provide a sample copy of a prior hearing decision or similar written documentation that demonstrates your ability.

2.0 SPECIFIC TASKS

- 2.1 Upon receipt of a telephonic or an email notification of assignment of a case from the County's LTD Program Monitor, the Hearing Officer shall respond, within two business days, with acknowledgement of acceptance of the case and shall provide three available dates for the scheduling of the Pre-Hearing Conference. Failure to respond within two business days will result in the case being assigned to another panel member.
- 2.2 Pursuant to a telephonic or an email notification from the County's LTD Program Monitor upon receipt of the Third Party Administrator's (TPA) Pre-Hearing Conference Statement, the Hearing Officer shall respond within two business days with three available dates for the Hearing. The Hearing shall be scheduled and held within forty-five (45) calendar days of receipt of the Pre-Hearing Conference Statement by the County's LTD Program Monitor.
- 2.3 The Hearing Officer shall cooperate as needed in the event of litigation for cases that are appealed after the Hearing Officer has rendered a decision, by making available the recording of proceedings and the administrative record, including exhibits and briefs, to the parties.

3.0 DELIVERABLES

- 3.1. Provide three (3) available Pre-Hearing Conference dates within two (2) business days of receipt of the telephonic or email notification of case assignment from the County's LTD Program Monitor.
- 3.2. Provide three (3) available Hearing dates within two (2) business days of receipt of the telephonic or email notification from the County's LTD Program Monitor of receipt of the claimant's Pre-Hearing Conference Statement. All hearings must be held within forty-five (45) calendar days of receipt of the claimant's Pre-Hearing Conference Statement by the TPA.
- 3.3. Submit a written decision (as directed in 3.4, below) within forty-five (45) calendar days from the hearing date, but not later than sixty (60) calendar days after the hearing date, if additional evidence (i.e. medical information) is submitted. **The written decision is considered confidential and shall not be released prior to distribution by the LTD Program Monitor.**
- 3.4 The Hearing Officer shall provide three (3) original signed copies of the decision to:
- LTD Program Monitor
County of Los Angeles
Chief Administrative Office
3333 Wilshire Blvd., Suite 1000
Los Angeles, CA 90010.
- 3.5 In the event the Hearing Officer's decision is appealed, the Hearing Officer shall cooperate, as needed, by making available the recording of proceedings and the administrative record to the parties. **All related costs for providing such assistance must be preauthorized by the LTD Program Monitor.**

4.0 COMPENSATION AND EXPENSES

Compensation for services shall be at the following rates:

- 4.1. If the Hearing Officer's report is received by the County no later than forty-five (45) or sixty (60) calendar days from the hearing date, as specified in 3.3, compensation shall be at the rate of \$100 per hour, not to exceed \$2,400 per case.
- 4.2. If the Hearing Officer's report is received by the County more than sixty (60) calendar days from the hearing date compensation shall be at the rate of \$50 per hour, not to exceed \$1,200 per case.
- 4.3. If the Hearing Officer's report is not received by the County within ninety (90) calendar days from the hearing date; the County may transfer the case to another panel member, in which case the Hearing Officer shall not receive any fee for services performed in connection with the assigned case. This also shall result in removal of the Hearing Officer from the Panel for failure to perform.
- 4.4. The maximum amount payable for all services for each case shall not exceed two thousand four hundred dollars (\$2,400) per case, unless the Hearing Officer provides justification for any additional cost, and the additional cost is approved in advance by the County's LTD Program Monitor.
- 4.5. Assistance in preparation of the record to the parties shall be compensated on an hourly basis at \$50 per hour, billable at no less than 15 minute increments.
- 4.3. All out-of-pocket expenses such as transportation, photocopy, secretarial, postage, tape recorder, cassette tapes, batteries, etc. are the responsibility of the Hearing Officer and shall not be reimbursed by the County.

5.0 INVOICING AND PAYMENT

- 5.1. All invoices for services must be submitted to the County's LTD Program Monitor at the address listed in 3.4 above.
- 5.2. Invoices for services rendered shall be submitted within 15 business days after the submission of the written decision. The invoice shall identify the case name, dates of service, and separately indicate the number of hours spent in Pre-Hearing review, conducting the Hearing, and preparing the decision.
- 5.3. Invoices for assistance in preparation of the record shall identify the case name, dates of service, an itemization of the work performed, the number of hours worked, and the name of the parties who received the services. Invoices for assistance in preparation of the record that are not submitted within 15 business days of services rendered shall be denied.
- 5.4. At the discretion of the County's LTD Program Monitor, fees for partial services provided may be paid at the rate of \$50 per hour, based upon invoicing, when a written case decision is not rendered due to circumstances out of control of the Hearing Officer (i.e., claimant withdraws appeal),

6.0 HEARING OFFICER ETHICS

The Hearing Officer may recuse himself/herself based on a perceived conflict of interest, but in any event shall advise the parties of any facts which raise a possible conflict of interest or which may give the appearance of a conflict of interest on the part of the hearing officer. Such advisement shall be given to the County's LTD Program Monitor immediately upon notification of an assignment, prior to the Pre-Hearing Conference or at anytime during the process when the Hearing Officer becomes aware of a potential conflict. The County's LTD Program Monitor shall make the final determination regarding any possible conflict and may reassign the case to another panel member.

7.0 COUNTY'S RESPONSIBILITIES

- 7.1 Schedule Pre-Hearing Conferences and Hearings with the TPA, the Hearing Officer, and the claimant.
- 7.2 Arrange for conference room for Pre-Hearing Conferences and Hearings.
- 7.3 Send Pre-Hearing Notices and Hearing Notices to all parties.
- 7.4 Distribute all records to the Hearing Officer.
- 7.5 Distribute the Hearing Officer's decision to all parties.

8.0 COUNTY'S LTD TPA RESPONSIBILITIES

- 8.1 Provide the claimant's written appeal along with the TPA's Denial Notice to the County's LTD Program Monitor.
- 8.2 Submit three copies of the Pre-Hearing Conference Statement at the time of the Pre-Hearing Conference to all parties in attendance.
- 8.3 Represent the County's interest at the Pre-Hearing Conference and at the Hearing.

ATTACHMENT I

Title 5 PERSONNEL *Chapter 5.38 LONG-TERM DISABILITY AND SURVIVOR BENEFIT PLAN**5.38.010 Definitions.**

A. 1. "Basic monthly compensation" means the average monthly base rate, as established in Title 6 of this Code, as amended, on salaries, hereinafter referred to as "Title 6," for the position or positions the employee held during the 12 consecutive months immediately preceding the qualifying period; provided, however, that in no event shall the basic monthly compensation include the following:

- a. Overtime compensation; or
- b. Any lump-sum payoff or reimbursement for unused accumulated overtime, vacation, holiday time, or sick leave benefits; or
- c. Compensation from two or more positions held on a concurrent basis.

2. In any case in which the base rate is established in Title 6 on other than a monthly basis, the equivalent monthly base rate provided for in Chapter 6.15 of Title 6 shall be deemed to be the monthly base rate for purposes of this section.

B. "Disability beneficiary" means a former employee who has not retired from service under Retirement Plan E, and who either is receiving disability benefits or is eligible to receive disability benefits.

C. "Eligible employee" means an employee who becomes totally disabled:

- 1. As a direct consequence and result of injury or disease arising out of and in the course of the performance of his or her assigned duties; or
- 2. After five years of continuous service with the county.

D. "Employee" means an employee of the county of Los Angeles who is a general member of the Los Angeles County Employees Retirement Association. General member does not include a safety member.

E. "Qualifying period" means that a qualifying period shall be required with respect to any one period of disability and shall be a continuous period equal to the six months, commencing with the first day on which an eligible employee is absent from work due to a total disability, and during which he or she remains totally disabled except as provided below; however, this period shall not include any time prior to the operative date of the ordinance codified in this chapter. If the eligible employee ceases to be totally disabled and returns to work for less than an aggregate of 30 days during a qualifying period, any such cessation of total disability shall not interrupt continuity or extend the duration of the qualifying period used to determine the first day on which benefits commence, provided that the successive absences during the qualifying period are due to the same cause. In addition, the continuity of the qualifying period shall not be interrupted, nor shall the qualifying period be extended, merely because an eligible employee incurs a disability during such period that arises from a different and unrelated cause than that which initially caused the eligible employee to be absent from work as long as the eligible employee does not return to active employment at any time during the six months commencing with the first day on which the eligible employee was first absent from work due to a total disability.

F. "Retirement plan A, B, C, or D" means any of the contributory retirement plans established by the county of Los Angeles pursuant to the County Employees Retirement Law of 1937.

G. "Retirement Plan E" means the optional noncontributory retirement plan made operative for general members of the Los Angeles County Employees Retirement Association on or after July 1, 1981, by resolution of the board of supervisors of Los Angeles County pursuant to the Memorandum of Understanding entered into in 1981, by and between the county of Los Angeles and the County Coalition of Unions.

H. "Total Disability." During the qualifying period, and during the subsequent 24-month period for which an employee might be eligible to receive benefits under this Plan, "total disability" means the complete and continuous inability and incapacity of the employee to perform the duties of his or her position with the county. After the expiration of 24 consecutive months of eligibility for benefit payments, total disability means that the employee is disabled within the meaning of the Federal Social Security Act and is eligible to receive or is receiving disability benefits under the Federal Social Security Act; provided, however, that

for an employee who makes timely application for disability benefits under the Federal Social Security Act and who has not received a final determination regarding disability under that Act, total disability (for the period prior to the date on which a final determination is made regarding disability) shall mean the complete and continuous inability and incapacity of the employee to perform the duties of his or her position with the county. An employee who is not insured for disability benefits (such as lacking sufficient quarters of covered employment) under the Federal Social Security Act shall be considered totally disabled at the end of the 24-month period of eligibility for benefit payments and during the continuance thereafter of the disability if he or she is disabled within the meaning of Section 223(d) of the Federal Social Security Act. (Ord. 2004-0001 § 26, 2004; Ord. 88-0086 § 1(a), (b), (c), 1988; Ord. 85-0172 § 4(a), 1985; Ord. 85-0149 §§ 1, 2, 1985; Ord. 12406 § 1 (part), 1981; Ord. 4099 Art. 119 § 24050, 1942.)

5.38.020 Disability benefits.

A. Payment of Benefit. An eligible employee shall begin accruing a basic monthly benefit on the first day following the expiration of the qualifying period. Except as otherwise herein provided, such benefit shall be paid as long as the eligible employee's total disability continues.

B. Basic Monthly Benefit. The basic monthly benefit payable to the eligible employee shall be the employee's basic monthly compensation multiplied by 60 percent, and then subtracting therefrom other income benefits specified in subsection C of this section.

C. Other Income Benefits. Other income benefits are those benefits identified below to which the eligible employee is entitled. These other income benefits, payable either monthly or in lump sum, are:

1. The amount of any salary or other compensation, including sick leave, vacation, or other pay the eligible employee receives from the county, and 50 percent of any other salary, compensation or income the eligible employee receives from any other employer, or otherwise earns.

2. The amount of any benefits with respect to the same disability or disabilities and with respect to the same period for which the basic monthly benefit is payable under this Plan when such benefits are provided or payable:

a. By any federal, state, county, municipal or other governmental agency; or

b. Pursuant to the Federal Railroad Retirement Act; or

c. As temporary disability benefits under California worker's compensation law;

d. Under any other worker's compensation law; or

e. Under any employer's liability law; or

f. Under the Federal Social Security Act on the basis of the employee's record of wages and self-employment income, and not including any amount not paid pursuant to that Act by operation of 42 U.S.C. 424a(a)(2), and payable to the employee without regard to any deductions from such benefits which may be made:

i. On account of work, or

ii. Because of the employee's refusal to accept rehabilitation; provided, however, that other income benefits, for purposes of this Plan, shall not include any cost-of-living adjustments applicable to benefits payable under the Federal Social Security Act subsequent to the commencement date of such benefits. If the eligible employee is eligible for both retirement benefits and disability benefits under the Federal Social Security Act and receives retirement benefits in lieu of disability benefits, other income benefits shall include the amount of such retirement benefits.

3. The Amount of Retirement Benefit that the Employee Receives under Retirement Plan A, B, C, or D.

For purposes of this paragraph, such retirement benefits shall not include any cost of living adjustments granted subsequent to the date any benefits become payable under this Plan. In the event a disability beneficiary or deceased employee was eligible for retirement benefits under Retirement Plan A, B, C, or D but was not receiving such benefits, any such benefits that he or she would have received shall be estimated by the Chief Administrative Officer for purposes of calculating any benefit due under this Plan.

4. In the event of other income benefits received in the form of lump-sum payment or payments, the basic monthly benefit shall not commence or continue until the total of all such basic monthly benefits otherwise payable under this Plan equals the aggregate amount of such lump-sum payments.

D. Denial or Cessation of Benefits. Payment of the basic monthly benefit shall cease or not commence upon the occurrence of the first of the following events:

1. Attainment of age 65, unless the eligible employee's qualifying period commences on or after the date he attains age 62, in which case the basic monthly benefit shall cease in accordance with the following schedule.

Age at Which Disability Commences (Expressed in Years)	Maximum Duration of Benefit Payments (Expressed in Years)
---	--

62	3-1/2
63	3
64	2-1/2

Age at Which Disability Commences (Expressed in Years)	Maximum Duration of Benefit Payments (Expressed in Years)
---	--

65	2
66	1-3/4
67	1-1/2
68	1-1/4
69 and over	1

2. Refusal by an eligible employee or disability beneficiary to accept an offer of county employment which is (a) consistent with his or her work restrictions as determined by the chief administrative officer, and (b) appropriate to his or her training, experience, and/or abilities as determined by the chief administrative officer.

3. Cessation of total disability, including denial, or termination of, Federal Social Security disability benefits at any time after 24 consecutive months of eligibility for benefit payments.

4. Early or normal retirement from the county within the meaning of Retirement Plan E.

5. For an eligible employee or disability beneficiary who is a general member of Retirement Plan A, B, C, or D, and otherwise eligible for continuation of disability benefits under this Plan, failure to apply for retirement benefits after 24 months eligibility for disability payments.

6. Failure or refusal of the eligible employee or disability beneficiary to:

a. Timely apply for other benefits for which he may be eligible, including but not limited to workers' compensation and Federal Social Security;

b. Furnish proof of disability or any other notice required under this Plan;

c. Be examined at the request of the county; or

d. Otherwise cooperate with the county in the determination of benefits under this Plan.

7. Absence from work for six months or more prior to commencement of total disability, unless the absence is for approved, nonmedical leave.

E. Recurrent Disability. If an eligible employee or disability beneficiary returns to county employment and is disabled again for the same cause within six months from the date of his or her return to work, disability benefit payments may be resumed without the eligible employee or disability beneficiary serving a new qualifying period. Nothing in this provision shall extend the payment of disability benefits for the original and any subsequent period(s) of disability arising from the same cause beyond a total of 24 months of eligibility for benefit payments unless the eligible employee or disability beneficiary is otherwise eligible for such payments.

F. Return to Work Part-Time. An eligible employee or disability beneficiary may return to county employment of a part-time basis pursuant to a program approved by the chief administrative officer and may receive disability benefit payments during the period of such employment; provided, however, that 70 percent of any salary, compensation, or income earned under such arrangement shall be subtracted from the basic monthly benefit.

G. Cost-of-Living Adjustment.

1. A cost-of-living adjustment shall be applied to the basic monthly disability benefit on the first day following the completion of 24 months of eligibility for such benefit, and annually thereafter for as long as the Participant is entitled to benefits under this Plan. Such adjustment shall equal the annual percentage increase, calculated to the nearest one-tenth of one percent, in the cost of living as measured by the Bureau of Labor Statistics Consumer Price Index for All Urban Consumers for the Los Angeles/Riverside/Orange County Metropolitan Area for the preceding January 1st; provided, however, no increase resulting from such calculation shall exceed two percent.

2. The provisions of this subsection G of Section 5.38.020 shall be applicable to disability cases with Qualifying Periods that begin on or after January 1, 2001.

H. LTD Health Insurance.

1. An employee that is eligible for the Choices Plan or Local 660 Cafeteria Program may elect a disability health insurance benefit hereinafter referred to as "LTD Health Insurance." LTD Health Insurance shall provide health insurance coverage on a concurrent basis with the payment of disability benefits under this Section 5.38.020. For each employee who elects this option, LTD Health Insurance shall provide employee health coverage to which the employee would otherwise be entitled if not disabled pursuant to the rules set forth in the applicable Choices Materials as defined in subsection N of Section 5.33.020 or the Local 660 Cafeteria Program Materials as defined in subsection P of Section 5.37.020.

2. The cost of LTD Health Insurance shall be borne entirely by the employees who elect this benefit through the Choices Plan or the Local 660 Cafeteria Program. Such cost shall be paid in the form of monthly employee contributions determined by the County to be the amount necessary to subsidize 75 percent of the cost of the health insurance actually provided under this provision. The remaining 25 percent shall be paid for by monthly employee payments at the time the coverage is received.

3. Any employee otherwise eligible to make benefit elections under the Choices Plan or the Local 660 Cafeteria Program may elect the LTD Health Insurance set forth in this subsection H; provided, however, that any employee who makes such election while either receiving benefits under this Plan or completing the Qualifying Period shall not be entitled to actually receive LTD Health Insurance unless and until the employee returns to work. Beginning on January 1, 2005, LTD Health Insurance will be extended to the survivor (including a domestic partner as defined in Section 298.5 of the California Family Code) of an employee who is participating in the LTD Health Insurance Protection Program immediately prior to death.

4. LTD Health Insurance shall first be available under the Choices Plan and Local 660 Cafeteria Program beginning January 1, 2002. The provisions of this Section 5.38.020 H shall first be reflected on County pay warrants issued on or about January 15, 2002. (Ord. 2004-0001 § 27, 2004; Ord. 2000-0074 § 10, 2000; Ord. 89-0158 § 4, 1989; Ord. 88-0086 § 1(e) -- (h), 1988; Ord. 87-0222 § 4(a), 1987; Ord. 86-0097 § 1, 1986; Ord. 85-0172 § 4(b), 1985; Ord. 85-0149 § 3, 1985; Ord. 84-0003 § 3(a) and (b), 1984; Ord. 12406 § 1(part), 1981; Ord. 4099 Art. 119 § 24051, 1942.)

5.38.030 Claims.

A. Claim Forms. The county shall furnish the claimant with the appropriate forms for applying for benefits and for filing proof of disability. If such forms are requested by the employee and not furnished in a timely manner by the county, the employee shall be deemed to have complied with the requirements for filing application for benefits under this Plan provided a written notice is submitted covering the occurrence and the character and the extent of the disability for which a claim is made within the period of time provided in this Plan for applying for benefits.

B. Application for Benefits. Application for disability benefits must be filed with the county within five months after the first day of absence due to total disability or as soon thereafter as is reasonably possible. However, in the event application is not made within one year from the first day of absence due to the claimed disability, no benefits shall be paid under this Plan. In addition, the employee shall be required to apply for disability benefits under the Federal Social Security Act and to provide the county with verification of such application within 30 days after applying for disability benefits under this Plan.

C. Proof of Disability. Written proof covering the occurrence, the character, and the extent of disability must be furnished to the county within 90 days after an application for benefits has been filed. Failure to furnish proof within the time required will not invalidate or reduce any claim if it was not reasonably possible to give proof within such time; provided, that proof is furnished as soon as reasonably possible. However, in the event the required proof of disability is not furnished within one year from the first day of absence due to total disability, no benefit shall be payable under this Plan.

D. Medical Examination. The county may require such additional proof, as is deemed necessary, including a medical examination at county expense to determine the existence, cause and extent of any injury or sickness which is the basis for a claim for plan benefits.

E. Determination.

1. If the proof received shows to the satisfaction of the chief administrative officer, that an employee is totally disabled, the basic monthly disability benefit shall become payable to be effective as of the expiration of the qualifying period.

2. Total disability shall in all cases be determined by the chief administrative officer, except that any final decision of the Social Security Administration concerning a claim for disability benefits under the Federal Social Security Act shall be conclusive and binding upon all parties.

3. If the chief administrative officer determines after medical examination that an eligible employee or a disability beneficiary is not totally disabled, no disability benefit shall be payable.

F. Appeal. A claimant may appeal the denial, cessation, or cancellation of a benefit under this Plan by filing a written notice of appeal with the chief administrative officer within 60 days of the notice of denial, cessation or cancellation of the benefit. The matter shall then be reviewed by a hearing officer designated by the county. The hearing officer shall conduct a full and fair hearing and render a decision, which shall be final. (Ord. 88-0086 § 1(k), (l), (m), 1988; Ord. 85-0172 § 4(d), 1985; Ord. 12406 § 1 (part), 1981; Ord. 4099 Art. 119 § 24053, 1942.)

5.38.040 Survivor benefits.

A. 1. Upon the death of:

a. An employee either:

i. As a direct consequence and result of injury or disease arising out of and in the course of the performance of his or her assigned duties, or

ii. After five years of continuous service with the County, or

b. A disability beneficiary;

there shall be payable a survivor benefit to his or her surviving spouse or domestic partner consisting of a monthly payment equal to 50 percent of that disability benefit, as defined in Section 5.38.020, to which the disability beneficiary was entitled or the employee would have been entitled if the employee had been totally disabled immediately preceding his or her death; provided, however, effective July 1, 2001 said 50 percent survivor benefit shall be adjusted to 55 percent. This benefit shall continue during and throughout the life of the spouse or domestic partner; provided, however, that no benefit shall be paid to a survivor of a deceased disability beneficiary who was not married to or certified pursuant to Section 2.210.020 of this Code as a domestic partner prior to the qualifying period. If no surviving spouse or domestic partner is entitled to this benefit, or if he or she dies before every child of such deceased employee or deceased disability beneficiary, including a stepchild or adopted child, attains the age of 18 years, then the benefit which the surviving spouse or domestic partner would have received had she or he lived shall be paid to the child or children of the deceased employee or deceased disability beneficiary under the age of 18 years. For the purposes of this section, "stepchild" means a stepchild that was dependent on the employee for support and maintenance at the time of the employee's death.

2. If the survivor benefit is to be paid to surviving children, then the benefit shall be divided among such children in equal amounts; provided, however, that the right of any such child to share in the benefits shall cease upon his or her death, marriage, or upon attaining the age of 18 years. Notwithstanding any other provision of this subsection, the benefit otherwise payable to the children of the deceased employee or deceased disability beneficiary shall be paid to such children through the age of 21 years if such children remain unmarried and are regularly enrolled as full-time students in an accredited school as determined by the chief administrative officer.

B. In the event the deceased employee or disability beneficiary was not receiving Social Security disability benefits, the amount of such benefits the employee or disability beneficiary would have received, if otherwise eligible, shall be estimated for the purpose of computing the benefit provided by this section. The chief administrative officer, upon actuarial advice, shall establish and adjust annually, if required, the table of estimated Social Security disability benefits which shall be utilized in computing the survivor benefits.

C. Should the surviving spouse or domestic partner fail to cooperate with the County for a period of 90 days, the benefit shall be payable to the surviving children of the deceased employee or deceased disability beneficiary who otherwise meet all eligibility requirements. In the event that the survivor benefit is paid to the surviving children, duplicate payment for the same period shall not subsequently be payable to a surviving spouse or domestic partner. (Ord. 2004-0001 § 28, 2004; Ord. 2000-0074 § 11, 2000; Ord. 89-0158 § 5, 1989; Ord. 88-0184 § 2, 1988; Ord. 85-0172 § 4(e), 1985; Ord. 84-0003 § 3(c), 1984; Ord. 12406 § 1 (part), 1981; Ord. 4099 Art. 119 § 24054, 1942.)

5.38.050 Exclusions.

Types of Exclusions. The benefits provided for under this Plan shall not be payable for any:

A. Total disability not justified by prevailing medical evidence and treatment.

B. Disability or death resulting from or contributed to, by any one or more of the following:

1. Intentionally self-inflicted injuries,
2. Participation in or consequences of having participated in the commission of a felony,
3. War or any act of war, declared or undeclared,
4. Any exclusion or other condition making an individual ineligible for disability benefits under the Federal Social Security Act, other than not being insured under that Act; or

C. Disability resulting from, or contributed to, by mental or nervous disorder, drug addiction, or alcoholism, except while the employee is under regular care in a planned program of observation and treatment by a licensed physician or surgeon as required by applicable medical standards. (Ord. 2004-0001 § 29, 2004; Ord. 88-0086 § 1(j), 1988; Ord. 87-0222 § 4(b), 1987; Ord. 85-0172 § 4(c), 1985; Ord. 12406 § 1 (part), 1981; Ord. 4099 Art. 119 § 24052, 1942.)

**COUNTY OF LOS ANGELES
LONG-TERM DISABILITY AND SURVIVOR BENEFIT PLAN
APPEAL AND HEARING PROCEDURES**

Purpose

To prescribe the method to be used in the appointment of a hearing officer and the procedures to be followed in the conduct of a hearing concerning the denial or cancellation of benefits under the County's Long-Term Disability and Survivor Benefit Plan.

I. Legal Authority

The County of Los Angeles Long-Term Disability plan adopted by the Board of Supervisors on July 1, 1981, is contained in 5.38 of the County Code. The appeal provision of the chapter is contained in County Code Section 5.38.030(F) which provides that:

“A claimant may appeal the denial, cessation, or cancellation of a benefit under this Plan by filing a written notice of appeal with the Chief Administrative Officer within 60 days of the notice of denial, cessation or cancellation of the benefit. The matter shall then be reviewed by a hearing officer designated by the County. The hearing officer shall conduct a full and fair hearing and render a decision, which shall be final.”

II. Pre-hearing Procedural Rules

A. Assignment for Hearing and Appointment of Hearing Officer

Upon receipt of a written appeal from the claimant of the denial, cessation, or cancellation of a benefit under the Long-Term Disability Plan (hereinafter referred to as “LTD”), the Chief Administrative Officer (hereinafter referred to as “CAO”) shall assign the case for a pre-hearing and select a hearing officer from the Hearing Officer Panel (hereinafter referred to as “Panel”). Selection shall be made by rotation in order through the list of Panel members.

B. Notification to Parties

Within fifteen (15) calendar days of the receipt of said appeal, CAO shall notify the Claimant and the County LTD Plan Administrator that the case is set for a pre-hearing. The notice shall set forth the name of the selected hearing officer, the name of one or more alternate Hearing Officer(s) (the next Hearing Officer(s) on the list of Panel members) and a copy of the hearing procedures.

C. Petition for Selection of Alternate Hearing Officer

The Claimant shall have fifteen (15) calendar days from the date of mailing of the notice of selection of the hearing officer to petition the CAO requesting selection of the alternate hearing officer from the Panel. The petition must be supported by a declaration under penalty of perjury in substantially the same form attached as Exhibit A (see attached). Upon receipt of Claimant's declaration, the CAO shall assign an alternate hearing officer from the panel.

D. Setting of Pre-Hearing Conference Date and Request for Pre-Hearing**Statement**

The CAO shall notify all parties no later than fifteen (15) calendar days from the final appointment of the hearing officer of

- (1) The time and place of the pre-hearing, which is to commence no later than ninety (90) calendar days thereafter.
- (2) The necessity of the County LTD Plan Administrator to prepare a pre-hearing statement to be received by the CAO on the pre-hearing conference date.
- (3) The requirement of a pre-hearing conference for the purpose of presenting the pre-hearing statement to the Claimant along with presenting documentary evidence to be used by the County LTD Plan Administrator in support of its decision. A pre-hearing conference between the parties is required to be held not later than five (5) calendar days prior to the hearing date.

- (4) To advise the Claimant that a pre-hearing statement must be provided prior to the setting of a hearing date.

E. Pre-hearing Statement

The Claimant and the LTD Plan Administrator shall provide a Pre-Hearing Statement. The LTD Plan Administrator shall provide their Pre-Hearing Statement at the time of the Pre-Hearing Conference. The Claimant shall provide their Pre-Hearing Statement prior to the setting of a hearing date. The pre-hearing statement shall contain the following:

- a. A statement of the issues and the contentions of the parties, and a summary of the evidence to be presented;
- b. A list and copies of any medical reports and depositions of medical witnesses upon which the Claimant or the County LTD Plan Administrator will rely;
- c. The names, business addresses, and telephone numbers of any lay witnesses whose testimony the Claimant or the County LTD Plan Administrator intends to present at the hearing, and a synopsis of each witness' expected testimony;
- d. The names, business addresses, and telephone numbers of any medical witnesses the Claimant or the LTD Plan Administrator intends to call for oral testimony at the hearing or special hearing set for that purpose and a synopsis of the expected testimony.

III. Hearing Procedural Rules

A. Conduct of Hearing

The hearing shall be formal but need not be conducted according to technical rules relating to evidence and witnesses.

- (1) Oral evidence shall be taken only under oath or affirmation.
- (2) Each party shall have these rights: to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter

relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called the witness to testify; and to rebut adverse evidence.

- (3) The Claimant may be called and examined as if under cross-examination if the Claimant does not testify under direct testimony.

B. Evidence

Any relevant evidence shall be admitted if it is the sort of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might deem improper the admission of such evidence over objection in civil actions.

C. Hearsay Evidence

Hearsay evidence may be admitted for any purpose but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

D. Privilege and Judicial Notice

The rules of official or judicial notice and privilege shall be effective to the same extent as in civil actions. The hearing officer shall take official notice of those matters which must be judicially noticed pursuant to Section 451 of the California Evidence Code, and may take official notice of those matters which may be judicially noticed of any matter specified in said Section 452 if the provisions of Section 453 of the evidence code are complied with by a party.

E. Findings of Fact and Decision

The hearing officer shall have thirty (30) calendar days from the conclusion of the hearing to submit a written report to the CAO, which shall be final. The report shall include: 1) Introduction; 2) Appearances; 3) Issues Presented; 4) Relevant Code Provisions; 5) Summary of the Evidence Presented and Analysis; 6)

Findings of Fact; 7) Conclusions; and 8) Decision. This report shall be served on the parties by the CAO.

F. Transcripts of Hearings

Hearings shall be recorded via audiotape. The audiotape shall be maintained by the CAO at the conclusion of the claim. The Hearing Officer shall provide the tape recording device and assure that testimony ceases while tapes are changed. Copies of audio transcripts are available upon written request and will be provided at the requesting party's expense. If either party desires to have a court reporter make a transcript of the hearing or produce a transcript from the audiotape that party shall do so at their own expense.

G. Alteration of Time Requirements

Nothing in these procedural rules is to be construed as preventing the parties from stipulating to intervals other than those prescribed above. The hearing officer may for good cause shown, after giving both parties an opportunity to be heard, shorten or lengthen the times specified above. Upon showing of good cause, time requirements may be waived.

H. Definition of Time Requirements

All time requirements are referencing calendar days. Any time requirement falling on a weekend or holiday shall be advanced to the next business day.

LTD Hearing Procedures

January 10, 2005

ATTACHMENT III

Sample Pre-Hearing Conference Notice

January 6, 2004

John Doe
1111 Work Street
Los Angeles, CA 90011

Jane Jones
VPA, Inc.
P.O. Box 9830
Calabasas, CA 91372-0830

Re: LTD Claim # 532610

Dear Mr. Doe and Ms. Jones:

The County of Los Angeles has designated _____ as the Hearing Officer to adjudicate the above-referenced claim for Long-Term Disability benefits. _____ will conduct a full and fair hearing and render a decision, which shall be final. The first step in the hearing process is the pre-hearing conference, which is scheduled for:

Date and time: Tuesday, January 21, 2004, **10:00 am**
Location: 3333 Wilshire Blvd. (Northwest corner of Wilshire and Catalina)
10th floor, Suite 1000
Los Angeles, CA 90010

We will validate parking for the parking garage located under the building. The entrance to the parking garage is on Catalina Street.

The purpose of the pre-hearing conference is to discuss the hearing process and any procedural problems, determine the issue(s) to be decided by the Hearing Officer, and to submit or arrange for the submission of documents to be considered.

If you are unable to attend on the above date and need to reschedule, please contact me at (213) 738-2194 as within three business days. **Optional wording if the hearing was previously cancelled:** Failure to appear at this hearing will be deemed withdrawal of the claim.

Sincerely,

CHERYL SCOTT
Program Specialist III
cc:

Sample Pre-Hearing Conference Summary

Date

Jane Doe
8210 Crenshaw Blvd.
Doeville, CA 90000

RE: LTD Claim # 123456

Dear Ms. Doe:

This letter confirms the following:

- A pre-hearing conference was held on September 3, 2003, in preparation for the hearing you requested on the above-referenced Long-Term Disability (LTD) claim.
- The issue for the Hearing Officer to decide was defined as **pick one option: whether you are disabled from your occupation or whether you are disabled within the meaning of the Federal Social Security Act.**
- Ms. _____ submitted VPA's pre-hearing statement, which includes the evidence VPA is submitting in support of their determination that you do not qualify for Long Term Disability because you do not meet the definition of an eligible employee under the LTD plan. A copy of VPA's pre-hearing statement was given to both you and the Hearing Officer. _____.
- You are to prepare a pre-hearing statement, which will include your statement of the issue for the Hearing Officer to decide and the evidence you are submitting in support of your claim for LTD benefits. You are to make two copies of this information, one copy for the Hearing Officer and one copy for VPA. When this is done, you will contact _____ at VPA and she will schedule the date for your hearing. You can reach _____ on VPA's cost-free number at 1-800-786-8600. The hearing must be held within 45 calendar days.

If you have any questions about the above, please feel free to call me at (213) 738-2194.

Sincerely,

CHERYL SCOTT
PROGRAM SPECIALIST III

c: _____, Hearing Officer
_____, VPA, Inc.

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name: _____ Contract No. _____

Employee Name: _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name: _____ Contract No. _____

Employee Name: _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

COUNTY OF LOS ANGELES
CHIEF ADMINISTRATIVE OFFICE



AGREEMENT
BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND
THE ADR COACH
TO PROVIDE
HEARING OFFICER SERVICES

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EXHIBITS:

A STATEMENT OF WORK

**B - CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT**

C - SAFELY SURRENDERED BABY LAW

MASTER AGREEMENT FOR HEARING OFFICER SERVICES

THIS MASTER AGREEMENT is made and entered as of the Effective Date by and between the County of Los Angeles, Chief Administrative Office, hereinafter referred to as "COUNTY", and The ADR Coach hereinafter referred to as "CONTRACTOR", to provide hearing officer services (hereinafter referred to as "Services").

RECITALS

WHEREAS, COUNTY has the need for hearing officer services pursuant to County Code Section 5.38.030; and

WHEREAS, CONTRACTOR has the qualifications and possesses the competence and expertise necessary to provide such Services described hereunder; and

WHEREAS, COUNTY has authority to obtain such Services by contract under California Codes, Government Code Section 31000; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

This base document along with Exhibits A, B and C, as set forth below, are attached to and form and are throughout and hereinafter collectively referred to as the "Master Agreement." In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base document and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the base document and then to the Exhibits according to the following priority:

- {PRIVATE }EXHIBIT A - Statement of Work
- EXHIBIT B - Contractor Employee Acknowledgment and Confidentiality Agreement
- EXHIBIT C - Safely Surrendered Baby Law

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to Sub-paragraph 8.3, "Change Notices and Amendments", and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to COUNTY's Request for Statement of Qualifications (RFSQ), has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the Chief Administrative Office (CAO).
- 2.2 Contractor Project Manager:** The individual designated by CONTRACTOR to administer the Master Agreement operations after the Master Agreement award.
- 2.3 County Project Director:** Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Master Agreement that cannot be resolved by the County's Project Manager.
- 2.4 County Project Manager:** The individual designated by COUNTY with responsibility to oversee the day to day activities of this Master Agreement.
- 2.5 Day(s):** Calendar day(s) unless otherwise specified.
- 2.6 Effective Date:** The date the Master Agreement has been approved by the Los Angeles County Board of Supervisors.
- 2.7 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.8 Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of qualified vendors to provide services through Master Agreements.
- 2.9 Statement of Qualifications (SOQ):** A CONTRACTOR's response to an RFSQ.
- 2.10 Statement of Work (SOW):** A written description of tasks and/or deliverables desired by COUNTY through this Master Agreement.

3.0 WORK

- 3.1** Pursuant to the provisions of this Master Agreement, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in *Exhibit A - Statement of Work*.
- 3.2** If CONTRACTOR provides any task, deliverable, service, or other work, other than as specified in this Master Agreement, the same shall be deemed to be a gratuitous effort on the part of CONTRACTOR, and CONTRACTOR shall have no claim whatsoever against COUNTY.

{PRIVATE }4.0 TERM

- 4.1** The term of this Master Agreement commences upon the Effective Date and shall be for three (3) years, unless otherwise terminated or extended, in whole or in part, as provided in this Master Agreement.
- 4.2** COUNTY shall have the sole option to extend the Master Agreement term for up to two (2) additional one-year periods, for a maximum total Master Agreement term of five (5) years. Each such option to extend shall be exercised at the sole discretion of the Chief Administrative Officer or his/her designee.

{PRIVATE }5.0 CONTRACT SUM

- 5.1 Funds will only be expended when Services are needed. Payments made for work completed will be charged to the Long Term Disability Fund. Funding is available for this purpose in the Fiscal Year 2005-2006 Budget. Funds for payment of work performed in future fiscal years will be subject to appropriation by the County Board of Supervisors.

{PRIVATE }5.2 Invoices and Payments

- 5.2.1 CONTRACTOR shall invoice COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A – Statement of Work* and elsewhere hereunder.
- 5.2.2 CONTRACTOR's invoices shall contain the information set forth in *Exhibit A – Statement of Work* describing the tasks, deliverables, good, services, work hours, and/or other work for which payment is claimed.
- 5.2.3 CONTRACTOR's invoices shall be priced in accordance with *Exhibit A – Statement of Work*.
- 5.2.4 COUNTY shall pay for CONTRACTOR's parking fees at COUNTY facilities as required to perform the Services described hereunder.
- 5.2.5 COUNTY shall not pay CONTRACTOR for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.
- 5.2.6 **County Approval of Invoices.** All invoices submitted by CONTRACTOR for payment must have the written approval of COUNTY's Project Manager prior to any payment thereof. In no event shall COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the COUNTY.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

6.1 COUNTY's Project Director

The COUNTY's Project Director shall be:

Catherine O'Brien
Occupational Health & Disability Management Section
CAO/Risk Management Branch
3333 Wilshire Blvd., Suite 1000
Los Angeles, CA 90010

Responsibilities of the COUNTY's Project Director include:

- 6.1.1 Ensuring that the objectives of this Master Agreement are met;
- 6.1.2 Making changes in the terms and conditions of this Agreement in accordance with Sub-paragraph 8.4, "Change Notices and Amendments."

- 6.1.3 Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

6.2 COUNTY's Project Manager

COUNTY's Project Manager shall be the following person or designee:

Cheryl Scott
Disability Management Programs
LTD Management Program
3333 Wilshire Blvd., Suite 1000
Los Angeles, CA 90010
(213) 738-2194

Responsibilities of the COUNTY's Project Manager include:

- 6.2.1 Overseeing the day-to-day administration of this Master Agreement;
- 6.2.2 Meeting or conferring with CONTRACTOR's Project Manager on an as-needed basis;
- 6.2.3 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR;
- 6.2.4 Except as expressly set forth in this Master Agreement, COUNTY's Project Manager is not authorized to make any changes in any of the terms or conditions of this Master Agreement.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR{tc "5.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR\:"}

7.1 CONTRACTOR's Project Manager {tc "5.1 CONTRACTOR's Project Manager\:" || 2}

7.1.1 CONTRACTOR's Project Manager shall be:

Angela Shaw
3782 Wellington Road
Los Angeles, CA 90016
(323) 810-0626

- 7.1.2 CONTRACTOR's Project Manager shall have overall responsibility for the performance of CONTRACTOR's activities under this Master Agreement and shall be authorized to act for and bind CONTRACTOR in all matters relating to the administrative aspects of this Master Agreement.

7.2 Confidentiality

CONTRACTOR shall maintain the confidentiality of all records obtained from COUNTY under this Master Agreement in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality. CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement. CONTRACTOR

shall cause each employee performing services covered by this Master Agreement to sign and adhere to *Exhibit B - Contractor Employee Acknowledgment and Confidentiality Agreement*.

8.0 STANDARD TERMS AND CONDITIONS

{PRIVATE }8.1 ASSIGNMENT AND DELEGATION

- 8.1.1 CONTRACTOR shall not assign its rights or delegate its duties under this Master Agreement, either in whole or in part, without the prior written consent of the CAO. Any unapproved assignment or delegation shall be null and void. Any payments by the CAO to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at the CAO's sole discretion, against the claims, which CONTRACTOR may have against COUNTY.
- 8.1.2 If any assumption, assignment, delegation, or takeover of any of CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the express prior written approval of the CAO, may result in the termination of this Master Agreement.

8.2 AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the person executing this Master Agreement for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition, and obligation of this Master Agreement and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

{PRIVATE }8.3 CHANGE NOTICES AND AMENDMENTS

- 8.3.1 COUNTY reserves the right to initiate Change Notices that **do not affect** the scope, term or payments pursuant to this Master Agreement. All such changes shall only be accomplished with an executed Change Notice signed by CONTRACTOR and by COUNTY's Project Director.
- 8.3.2 The COUNTY's Board of Supervisors or Chief Administrative Officer, or his/her designee, may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Administrative Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Chief Administrative Officer or his/her designee.
- 8.3.3 The Chief Administrative Officer or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0, "Term." CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement

shall be prepared and executed by CONTRACTOR and by the Chief Administrative Officer or his/her designee.

{PRIVATE }8.4 COMPLIANCE WITH APPLICABLE LAW

8.4.1 CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.

8.4.2 CONTRACTOR shall indemnify and hold harmless COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of CONTRACTOR or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.5 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

8.6 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.6.1 Jury Service Program:

This Master Agreement is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program"), as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit F* and incorporated by reference into and made part of this Master Agreement.

8.6.2 Written Employee Jury Service Policy

1. Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period

under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Master Agreement, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If CONTRACTOR is not required to comply with the Jury Service Program when the Master Agreement commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Master Agreement and at its sole discretion, that CONTRACTOR demonstrate to COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.
4. CONTRACTOR's violation of this Sub-paragraph may constitute a material breach of the Master Agreement. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Master Agreement and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

8.7 CONFLICT OF INTEREST

- 8.7.1 No COUNTY employee whose position with COUNTY enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.
- 8.7.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall

immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph 8.7 shall be a material breach of this Master Agreement.

8.8 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should CONTRACTOR require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, CONTRACTOR shall give **first consideration** for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Master Agreement.

8.9 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should CONTRACTOR require additional or replacement personnel after the effective date of this Master Agreement, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that CONTRACTOR will interview qualified candidates. COUNTY will refer GAIN/GROW participants by job category to CONTRACTOR. In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

8.10 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.10.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the COUNTY's policy to conduct business only with responsible Contractors.

8.10.2 Chapter 2.202 of the County Code

CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other agreements which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in the Master Agreement, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on any COUNTY Agreements for a specified period of time not to exceed three (3) years, and terminate any or all existing Agreements CONTRACTOR may have with COUNTY.

8.10.3 Non-responsible Contractor

COUNTY may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of an Agreement with COUNTY or a nonprofit corporation created by COUNTY, (2) committed an act or omission which negatively reflects on CONTRACTOR's quality, fitness or capacity to perform a Master Agreement with

COUNTY, any other public entity, or a nonprofit corporation created by COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against COUNTY or any other public entity.

8.10.4 Contractor Hearing Board

If there is evidence that CONTRACTOR may be subject to debarment, the CAO will notify CONTRACTOR in writing of the evidence that is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. CONTRACTOR and the CAO shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.10.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.11 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

CONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY Contractors to voluntarily post COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at CONTRACTOR's place of business. CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply CONTRACTOR with the poster to be used.

8.12 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.12.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

8.12.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this Master Agreement to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.13 COUNTY'S QUALITY ASSURANCE PLAN

COUNTY or its agent will evaluate CONTRACTOR's performance under this Master Agreement on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all Master Agreement terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

8.14 FACSIMILE REPRESENTATIONS

COUNTY and CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

{PRIVATE }8.15 GOVERNING LAW, JURISDICTION, AND VENUE

This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

{PRIVATE }8.16 INDEPENDENT CONTRACTOR STATUS

8.16.1 This Master Agreement is by and between COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.16.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of CONTRACTOR.

8.16.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of CONTRACTOR and not employees of COUNTY. CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of CONTRACTOR pursuant to this Master Agreement.

8.17 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Master Agreement.

8.18 GENERAL INSURANCE REQUIREMENTS

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Master Agreement, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Master Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY. Such coverage shall be provided and maintained at CONTRACTOR's own expense.

8.18.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to COUNTY's Project Manager prior to commencing services under this Master Agreement. Such certificates or other evidence shall:

- Specifically identify this Master Agreement;
- Clearly evidence all coverages required in this Master Agreement;
- Contain the express condition that the COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Master Agreement; and

- Identify any deductibles or self-insured retentions for COUNTY's approval. COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.18.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best rating of not less than A:VII unless otherwise approved by COUNTY.

8.18.3 Failure to Maintain Coverage: Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Master Agreement upon which COUNTY may immediately terminate or suspend this Master Agreement. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

8.18.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Master Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Master Agreement.
- Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a County "Non-employee Injury Report" to the COUNTY's Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Master Agreement.

8.18.5 Compensation for County Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Master Agreement, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

8.18.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all subcontractors performing services under this Master Agreement meet the insurance requirements of this Master Agreement by either:

- CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or
- CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.19 INSURANCE COVERAGE REQUIREMENTS

8.19.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.19.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.19.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.19.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than \$1 million per occurrence and \$1 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Master Agreement.

{PRIVATE }8.20 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.20.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.20.2 CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.20.3 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.20.4 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.20.5 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.20 when so requested by COUNTY.
- 8.20.6 If COUNTY finds that any provisions of this Sub-paragraph 8.20 have been violated, such violation shall constitute a material breach of this Master Agreement upon which COUNTY may terminate or suspend this Master Agreement. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this Master Agreement.

{PRIVATE }8.21 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Master Agreement shall not restrict the CAO from acquiring similar, equal or like goods and/or services from other entities or sources.

{PRIVATE }8.22 NOTICE OF DELAYS

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party shall, within five (5) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.23 NOTICE OF DISPUTES

CONTRACTOR shall bring to the attention of COUNTY's Project Manager and/or COUNTY's Project Director any dispute between COUNTY and CONTRACTOR regarding the performance of services as stated in this Master Agreement. If the COUNTY's Project Manager or COUNTY's Project Director is not able to resolve the dispute, the CAO, or his/her designee shall resolve it.

8.24 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.25 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit C* of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

{PRIVATE }8.26 NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Paragraph 6.0, "Administration of Master Agreement – County", and Paragraph 7.0, "Administration of Master Agreement – Contractor."

8.27 PUBLIC RECORDS ACT

8.27.1 Any documents submitted by CONTRACTOR, all information obtained in connection with COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to Sub-paragraph 8.29, "Record Retention and Inspection/Audit Settlement", of this Master Agreement, as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.27.2 In the event COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary",

CONTRACTOR agrees to defend and indemnify COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

{PRIVATE }8.28 PUBLICITY

8.28.1 CONTRACTOR shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY shall not inhibit CONTRACTOR from publishing its role under this Master Agreement within the following conditions:

- CONTRACTOR shall develop all publicity material in a professional manner; and
- During the term of this Master Agreement, CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of COUNTY without the prior written consent of COUNTY's Project Director. COUNTY shall not unreasonably withhold written consent.

8.28.2 CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.28 shall apply.

{PRIVATE }8.29 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. CONTRACTOR agrees that COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Master Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY during the term of this Master Agreement and for a period of five (5) years thereafter unless COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY's option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.29.1 In the event that an audit of CONTRACTOR is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable

Federal or State law or under this Master Agreement. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.29.2 Failure on the part of CONTRACTOR to comply with any of the provisions of this Sub-paragraph shall constitute a material breach of this Master Agreement upon which COUNTY may terminate or suspend this Master Agreement.

8.29.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of COUNTY may conduct an audit of CONTRACTOR regarding the work performed under this Master Agreement, and if such audit finds that COUNTY's dollar liability for any such work is less than payments made by COUNTY to CONTRACTOR, then the difference shall be either: a) repaid by CONTRACTOR to COUNTY by cash payment upon demand or b) at the sole option of COUNTY's Auditor-Controller, deducted from any amounts due to CONTRACTOR from COUNTY, whether under this Master Agreement or otherwise. If such audit finds that COUNTY's dollar liability for such work is more than the payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY by cash payment, provided that in no event shall COUNTY's maximum obligation for this Master Agreement exceed the funds appropriated by COUNTY for the purpose of this Master Agreement.

{PRIVATE }8.30 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

8.31 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Sub-paragraph 8.12, "Contractor's Warranty of Adherence to County's Child Support Compliance Program," shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this Master Agreement, failure of CONTRACTOR to cure such default within 90 calendar days of written notice shall be grounds upon which COUNTY may terminate this Master Agreement pursuant to Sub-paragraph 8.33, "Termination for Default" and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

{PRIVATE }8.32 TERMINATION FOR CONVENIENCE

8.32.1 This Master Agreement may be terminated, in whole or in part, from time to time or permanently, when such action is deemed by COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.32.2 After receipt of a notice of termination and except as otherwise directed by COUNTY, CONTRACTOR shall immediately:

- Stop work under this Master Agreement, on the date and to the extent as identified in such notice;
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.32.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of CONTRACTOR under this Master Agreement shall be maintained by CONTRACTOR in accordance with Sub-paragraph 8.29, "Record Retention & Inspection/Audit Settlement."

{PRIVATE }8.33 TERMINATION FOR DEFAULT

8.33.1 COUNTY may, by written notice to CONTRACTOR, terminate the whole or any part of this Master Agreement, if, in the judgment of COUNTY's Project Director:

- CONTRACTOR has materially breached this Master Agreement;
- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Master Agreement; or
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Master Agreement, or of any obligations of this Master Agreement and, in either case, fails to demonstrate convincing progress toward a cure within thirty (30) working days (or such longer period as COUNTY may authorize in writing) after receipt of written notice from COUNTY specifying such failure.

8.33.2 The rights and remedies of COUNTY provided in this Sub-paragraph 8.33 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

{PRIVATE }8.34 TERMINATION FOR IMPROPER CONSIDERATION

8.34.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to CONTRACTOR's performance pursuant to this Master Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

8.34.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.34.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

{PRIVATE }8.35 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by CONTRACTOR, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of CONTRACTOR or any County Lobbyist or County Lobbying firm retained by CONTRACTOR to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Master Agreement, upon which COUNTY may in its sole discretion, immediately terminate or suspend this Master Agreement.

{PRIVATE }8.36 VALIDITY

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

{PRIVATE }8.37 WAIVER

No waiver by COUNTY of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.37 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

{PRIVATE }8.38 WARRANTY AGAINST CONTINGENT FEES

8.38.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any Master Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business.

8.38.2 For breach of this warranty, COUNTY shall have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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IN WITNESS WHEREOF, CONTRACTOR has executed this Agreement, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

THE ADR COACH

By _____
Chair, Board of Supervisors

By _____
Name

Title

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Stephen R. Morris
Principal Deputy County Counsel

STATEMENT OF WORK

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STATEMENT OF WORK**1.0 SCOPE OF WORK**

- 1.1 The Hearing Officer will be expected to act as the Hearing Officer for LTD claims that have been appealed by the appellant/claimant under the County's Long-Term Disability and Survivor Benefits Plan.
- 1.2 All services performed and decisions rendered by the Hearing Officer must be in compliance with the Los Angeles County Code, Chapter 5.38, Long-Term Disability and Survivor Benefit Plan (See Attachment I), and pursuant to any specific requirements imposed by County.
- 1.3 Services shall include, but shall not be limited to, conducting and tape recording the Pre-Hearing Conference and the Hearing, reviewing evidence, and rendering a written decision which shall contain the proposed findings of fact, conclusions of law, and the Hearing Officer's decision. (See Attachment II, *Appeal and Hearing Procedures*).
- 1.4 The location of the Pre-Hearing Conferences and the Hearings shall be at the address listed below. Parking for the Hearing Officer will be validated by the County for Pre-hearing Conferences and Hearings.

County of Los Angeles
Chief Administrative Office
3333 Wilshire Blvd., Suite 1000
Los Angeles, CA 90010

Hearing Officer Qualifications

To be selected as a Hearing Officer panel member, the Hearing Officer must have knowledge and prior experience with cases regarding Social Security Disability criteria and meet the following qualifications:

- Experience making decisions based on Social Security Disability criteria;
- Two years of administrative hearing experience, arbitration experience or experience as Third Party Mediator;
- Must demonstrate knowledge of administrative hearing procedures (i.e., prior experience as mediator, advocacy hearing officer, expert witness, attorney, arbitrator);
- Must demonstrate knowledge of Rules of Evidence (i.e., prior experience as mediator, advocacy hearing officer, expert witness, attorney, arbitrator);
- Must have prior experience in preparation of formal administrative hearing decisions;
- Must provide a sample copy of a prior hearing decision or similar written documentation that demonstrates your ability.

2.0 SPECIFIC TASKS

- 2.1 Upon receipt of a telephonic or an email notification of assignment of a case from the County's LTD Program Monitor, the Hearing Officer shall respond, within two business days, with acknowledgement of acceptance of the case and shall provide three available dates for the scheduling of the Pre-Hearing Conference. Failure to respond within two business days will result in the case being assigned to another panel member.
- 2.2 Pursuant to a telephonic or an email notification from the County's LTD Program Monitor upon receipt of the Third Party Administrator's (TPA) Pre-Hearing Conference Statement, the Hearing Officer shall respond within two business days with three available dates for the Hearing. The Hearing shall be scheduled and held within forty-five (45) calendar days of receipt of the Pre-Hearing Conference Statement by the County's LTD Program Monitor.
- 2.3 The Hearing Officer shall cooperate as needed in the event of litigation for cases that are appealed after the Hearing Officer has rendered a decision, by making available the recording of proceedings and the administrative record, including exhibits and briefs, to the parties.

3.0 DELIVERABLES

- 3.1. Provide three (3) available Pre-Hearing Conference dates within two (2) business days of receipt of the telephonic or email notification of case assignment from the County's LTD Program Monitor.
- 3.2. Provide three (3) available Hearing dates within two (2) business days of receipt of the telephonic or email notification from the County's LTD Program Monitor of receipt of the claimant's Pre-Hearing Conference Statement. All hearings must be held within forty-five (45) calendar days of receipt of the claimant's Pre-Hearing Conference Statement by the TPA.
- 3.3. Submit a written decision (as directed in 3.4, below) within forty-five (45) calendar days from the hearing date, but not later than sixty (60) calendar days after the hearing date, if additional evidence (i.e. medical information) is submitted. **The written decision is considered confidential and shall not be released prior to distribution by the LTD Program Monitor.**
- 3.4 The Hearing Officer shall provide three (3) original signed copies of the decision to:
- LTD Program Monitor
County of Los Angeles
Chief Administrative Office
3333 Wilshire Blvd., Suite 1000
Los Angeles, CA 90010.
- 3.5 In the event the Hearing Officer's decision is appealed, the Hearing Officer shall cooperate, as needed, by making available the recording of proceedings and the administrative record to the parties. **All related costs for providing such assistance must be preauthorized by the LTD Program Monitor.**

4.0 COMPENSATION AND EXPENSES

Compensation for services shall be at the following rates:

- 4.1. If the Hearing Officer's report is received by the County no later than forty-five (45) or sixty (60) calendar days from the hearing date, as specified in 3.3, compensation shall be at the rate of \$100 per hour, not to exceed \$2,400 per case.
- 4.2. If the Hearing Officer's report is received by the County more than sixty (60) calendar days from the hearing date compensation shall be at the rate of \$50 per hour, not to exceed \$1,200 per case.
- 4.3. If the Hearing Officer's report is not received by the County within ninety (90) calendar days from the hearing date; the County may transfer the case to another panel member, in which case the Hearing Officer shall not receive any fee for services performed in connection with the assigned case. This also shall result in removal of the Hearing Officer from the Panel for failure to perform.
- 4.4. The maximum amount payable for all services for each case shall not exceed two thousand four hundred dollars (\$2,400) per case, unless the Hearing Officer provides justification for any additional cost, and the additional cost is approved in advance by the County's LTD Program Monitor.
- 4.5. Assistance in preparation of the record to the parties shall be compensated on an hourly basis at \$50 per hour, billable at no less than 15 minute increments.
- 4.3. All out-of-pocket expenses such as transportation, photocopy, secretarial, postage, tape recorder, cassette tapes, batteries, etc. are the responsibility of the Hearing Officer and shall not be reimbursed by the County.

5.0 INVOICING AND PAYMENT

- 5.1. All invoices for services must be submitted to the County's LTD Program Monitor at the address listed in 3.4 above.
- 5.2. Invoices for services rendered shall be submitted within 15 business days after the submission of the written decision. The invoice shall identify the case name, dates of service, and separately indicate the number of hours spent in Pre-Hearing review, conducting the Hearing, and preparing the decision.
- 5.3. Invoices for assistance in preparation of the record shall identify the case name, dates of service, an itemization of the work performed, the number of hours worked, and the name of the parties who received the services. Invoices for assistance in preparation of the record that are not submitted within 15 business days of services rendered shall be denied.
- 5.4. At the discretion of the County's LTD Program Monitor, fees for partial services provided may be paid at the rate of \$50 per hour, based upon invoicing, when a written case decision is not rendered due to circumstances out of control of the Hearing Officer (i.e., claimant withdraws appeal),

6.0 HEARING OFFICER ETHICS

The Hearing Officer may recuse himself/herself based on a perceived conflict of interest, but in any event shall advise the parties of any facts which raise a possible conflict of interest or which may give the appearance of a conflict of interest on the part of the hearing officer. Such advisement shall be given to the County's LTD Program Monitor immediately upon notification of an assignment, prior to the Pre-Hearing Conference or at anytime during the process when the Hearing Officer becomes aware of a potential conflict. The County's LTD Program Monitor shall make the final determination regarding any possible conflict and may reassign the case to another panel member.

7.0 COUNTY'S RESPONSIBILITIES

- 7.1 Schedule Pre-Hearing Conferences and Hearings with the TPA, the Hearing Officer, and the claimant.
- 7.2 Arrange for conference room for Pre-Hearing Conferences and Hearings.
- 7.3 Send Pre-Hearing Notices and Hearing Notices to all parties.
- 7.4 Distribute all records to the Hearing Officer.
- 7.5 Distribute the Hearing Officer's decision to all parties.

8.0 COUNTY'S LTD TPA RESPONSIBILITIES

- 8.1 Provide the claimant's written appeal along with the TPA's Denial Notice to the County's LTD Program Monitor.
- 8.2 Submit three copies of the Pre-Hearing Conference Statement at the time of the Pre-Hearing Conference to all parties in attendance.
- 8.3 Represent the County's interest at the Pre-Hearing Conference and at the Hearing.

ATTACHMENT I

Title 5 PERSONNEL *Chapter 5.38 LONG-TERM DISABILITY AND SURVIVOR BENEFIT PLAN**5.38.010 Definitions.**

A. 1. "Basic monthly compensation" means the average monthly base rate, as established in Title 6 of this Code, as amended, on salaries, hereinafter referred to as "Title 6," for the position or positions the employee held during the 12 consecutive months immediately preceding the qualifying period; provided, however, that in no event shall the basic monthly compensation include the following:

- a. Overtime compensation; or
- b. Any lump-sum payoff or reimbursement for unused accumulated overtime, vacation, holiday time, or sick leave benefits; or
- c. Compensation from two or more positions held on a concurrent basis.

2. In any case in which the base rate is established in Title 6 on other than a monthly basis, the equivalent monthly base rate provided for in Chapter 6.15 of Title 6 shall be deemed to be the monthly base rate for purposes of this section.

B. "Disability beneficiary" means a former employee who has not retired from service under Retirement Plan E, and who either is receiving disability benefits or is eligible to receive disability benefits.

C. "Eligible employee" means an employee who becomes totally disabled:

- 1. As a direct consequence and result of injury or disease arising out of and in the course of the performance of his or her assigned duties; or
- 2. After five years of continuous service with the county.

D. "Employee" means an employee of the county of Los Angeles who is a general member of the Los Angeles County Employees Retirement Association. General member does not include a safety member.

E. "Qualifying period" means that a qualifying period shall be required with respect to any one period of disability and shall be a continuous period equal to the six months, commencing with the first day on which an eligible employee is absent from work due to a total disability, and during which he or she remains totally disabled except as provided below; however, this period shall not include any time prior to the operative date of the ordinance codified in this chapter. If the eligible employee ceases to be totally disabled and returns to work for less than an aggregate of 30 days during a qualifying period, any such cessation of total disability shall not interrupt continuity or extend the duration of the qualifying period used to determine the first day on which benefits commence, provided that the successive absences during the qualifying period are due to the same cause. In addition, the continuity of the qualifying period shall not be interrupted, nor shall the qualifying period be extended, merely because an eligible employee incurs a disability during such period that arises from a different and unrelated cause than that which initially caused the eligible employee to be absent from work as long as the eligible employee does not return to active employment at any time during the six months commencing with the first day on which the eligible employee was first absent from work due to a total disability.

F. "Retirement plan A, B, C, or D" means any of the contributory retirement plans established by the county of Los Angeles pursuant to the County Employees Retirement Law of 1937.

G. "Retirement Plan E" means the optional noncontributory retirement plan made operative for general members of the Los Angeles County Employees Retirement Association on or after July 1, 1981, by resolution of the board of supervisors of Los Angeles County pursuant to the Memorandum of Understanding entered into in 1981, by and between the county of Los Angeles and the County Coalition of Unions.

H. "Total Disability." During the qualifying period, and during the subsequent 24-month period for which an employee might be eligible to receive benefits under this Plan, "total disability" means the complete and continuous inability and incapacity of the employee to perform the duties of his or her position with the county. After the expiration of 24 consecutive months of eligibility for benefit payments, total disability means that the employee is disabled within the meaning of the Federal Social Security Act and is eligible to receive or is receiving disability benefits under the Federal Social Security Act; provided, however, that

for an employee who makes timely application for disability benefits under the Federal Social Security Act and who has not received a final determination regarding disability under that Act, total disability (for the period prior to the date on which a final determination is made regarding disability) shall mean the complete and continuous inability and incapacity of the employee to perform the duties of his or her position with the county. An employee who is not insured for disability benefits (such as lacking sufficient quarters of covered employment) under the Federal Social Security Act shall be considered totally disabled at the end of the 24-month period of eligibility for benefit payments and during the continuance thereafter of the disability if he or she is disabled within the meaning of Section 223(d) of the Federal Social Security Act. (Ord. 2004-0001 § 26, 2004; Ord. 88-0086 § 1(a), (b), (c), 1988; Ord. 85-0172 § 4(a), 1985; Ord. 85-0149 §§ 1, 2, 1985; Ord. 12406 § 1 (part), 1981; Ord. 4099 Art. 119 § 24050, 1942.)

5.38.020 Disability benefits.

A. Payment of Benefit. An eligible employee shall begin accruing a basic monthly benefit on the first day following the expiration of the qualifying period. Except as otherwise herein provided, such benefit shall be paid as long as the eligible employee's total disability continues.

B. Basic Monthly Benefit. The basic monthly benefit payable to the eligible employee shall be the employee's basic monthly compensation multiplied by 60 percent, and then subtracting therefrom other income benefits specified in subsection C of this section.

C. Other Income Benefits. Other income benefits are those benefits identified below to which the eligible employee is entitled. These other income benefits, payable either monthly or in lump sum, are:

1. The amount of any salary or other compensation, including sick leave, vacation, or other pay the eligible employee receives from the county, and 50 percent of any other salary, compensation or income the eligible employee receives from any other employer, or otherwise earns.

2. The amount of any benefits with respect to the same disability or disabilities and with respect to the same period for which the basic monthly benefit is payable under this Plan when such benefits are provided or payable:

a. By any federal, state, county, municipal or other governmental agency; or

b. Pursuant to the Federal Railroad Retirement Act; or

c. As temporary disability benefits under California worker's compensation law;

d. Under any other worker's compensation law; or

e. Under any employer's liability law; or

f. Under the Federal Social Security Act on the basis of the employee's record of wages and self-employment income, and not including any amount not paid pursuant to that Act by operation of 42 U.S.C. 424a(a)(2), and payable to the employee without regard to any deductions from such benefits which may be made:

i. On account of work, or

ii. Because of the employee's refusal to accept rehabilitation; provided, however, that other income benefits, for purposes of this Plan, shall not include any cost-of-living adjustments applicable to benefits payable under the Federal Social Security Act subsequent to the commencement date of such benefits. If the eligible employee is eligible for both retirement benefits and disability benefits under the Federal Social Security Act and receives retirement benefits in lieu of disability benefits, other income benefits shall include the amount of such retirement benefits.

3. The Amount of Retirement Benefit that the Employee Receives under Retirement Plan A, B, C, or D.

For purposes of this paragraph, such retirement benefits shall not include any cost of living adjustments granted subsequent to the date any benefits become payable under this Plan. In the event a disability beneficiary or deceased employee was eligible for retirement benefits under Retirement Plan A, B, C, or D but was not receiving such benefits, any such benefits that he or she would have received shall be estimated by the Chief Administrative Officer for purposes of calculating any benefit due under this Plan.

4. In the event of other income benefits received in the form of lump-sum payment or payments, the basic monthly benefit shall not commence or continue until the total of all such basic monthly benefits otherwise payable under this Plan equals the aggregate amount of such lump-sum payments.

D. Denial or Cessation of Benefits. Payment of the basic monthly benefit shall cease or not commence upon the occurrence of the first of the following events:

1. Attainment of age 65, unless the eligible employee's qualifying period commences on or after the date he attains age 62, in which case the basic monthly benefit shall cease in accordance with the following schedule.

Age at Which Disability Commences (Expressed in Years)	Maximum Duration of Benefit Payments (Expressed in Years)
---	--

62	3-1/2
63	3
64	2-1/2

Age at Which Disability Commences (Expressed in Years)	Maximum Duration of Benefit Payments (Expressed in Years)
---	--

65	2
66	1-3/4
67	1-1/2
68	1-1/4
69 and over	1

2. Refusal by an eligible employee or disability beneficiary to accept an offer of county employment which is (a) consistent with his or her work restrictions as determined by the chief administrative officer, and (b) appropriate to his or her training, experience, and/or abilities as determined by the chief administrative officer.

3. Cessation of total disability, including denial, or termination of, Federal Social Security disability benefits at any time after 24 consecutive months of eligibility for benefit payments.

4. Early or normal retirement from the county within the meaning of Retirement Plan E.

5. For an eligible employee or disability beneficiary who is a general member of Retirement Plan A, B, C, or D, and otherwise eligible for continuation of disability benefits under this Plan, failure to apply for retirement benefits after 24 months eligibility for disability payments.

6. Failure or refusal of the eligible employee or disability beneficiary to:

a. Timely apply for other benefits for which he may be eligible, including but not limited to workers' compensation and Federal Social Security;

b. Furnish proof of disability or any other notice required under this Plan;

c. Be examined at the request of the county; or

d. Otherwise cooperate with the county in the determination of benefits under this Plan.

7. Absence from work for six months or more prior to commencement of total disability, unless the absence is for approved, nonmedical leave.

E. Recurrent Disability. If an eligible employee or disability beneficiary returns to county employment and is disabled again for the same cause within six months from the date of his or her return to work, disability benefit payments may be resumed without the eligible employee or disability beneficiary serving a new qualifying period. Nothing in this provision shall extend the payment of disability benefits for the original and any subsequent period(s) of disability arising from the same cause beyond a total of 24 months of eligibility for benefit payments unless the eligible employee or disability beneficiary is otherwise eligible for such payments.

F. Return to Work Part-Time. An eligible employee or disability beneficiary may return to county employment of a part-time basis pursuant to a program approved by the chief administrative officer and may receive disability benefit payments during the period of such employment; provided, however, that 70 percent of any salary, compensation, or income earned under such arrangement shall be subtracted from the basic monthly benefit.

G. Cost-of-Living Adjustment.

1. A cost-of-living adjustment shall be applied to the basic monthly disability benefit on the first day following the completion of 24 months of eligibility for such benefit, and annually thereafter for as long as the Participant is entitled to benefits under this Plan. Such adjustment shall equal the annual percentage increase, calculated to the nearest one-tenth of one percent, in the cost of living as measured by the Bureau of Labor Statistics Consumer Price Index for All Urban Consumers for the Los Angeles/Riverside/Orange County Metropolitan Area for the preceding January 1st; provided, however, no increase resulting from such calculation shall exceed two percent.

2. The provisions of this subsection G of Section 5.38.020 shall be applicable to disability cases with Qualifying Periods that begin on or after January 1, 2001.

H. LTD Health Insurance.

1. An employee that is eligible for the Choices Plan or Local 660 Cafeteria Program may elect a disability health insurance benefit hereinafter referred to as "LTD Health Insurance." LTD Health Insurance shall provide health insurance coverage on a concurrent basis with the payment of disability benefits under this Section 5.38.020. For each employee who elects this option, LTD Health Insurance shall provide employee health coverage to which the employee would otherwise be entitled if not disabled pursuant to the rules set forth in the applicable Choices Materials as defined in subsection N of Section 5.33.020 or the Local 660 Cafeteria Program Materials as defined in subsection P of Section 5.37.020.

2. The cost of LTD Health Insurance shall be borne entirely by the employees who elect this benefit through the Choices Plan or the Local 660 Cafeteria Program. Such cost shall be paid in the form of monthly employee contributions determined by the County to be the amount necessary to subsidize 75 percent of the cost of the health insurance actually provided under this provision. The remaining 25 percent shall be paid for by monthly employee payments at the time the coverage is received.

3. Any employee otherwise eligible to make benefit elections under the Choices Plan or the Local 660 Cafeteria Program may elect the LTD Health Insurance set forth in this subsection H; provided, however, that any employee who makes such election while either receiving benefits under this Plan or completing the Qualifying Period shall not be entitled to actually receive LTD Health Insurance unless and until the employee returns to work. Beginning on January 1, 2005, LTD Health Insurance will be extended to the survivor (including a domestic partner as defined in Section 298.5 of the California Family Code) of an employee who is participating in the LTD Health Insurance Protection Program immediately prior to death.

4. LTD Health Insurance shall first be available under the Choices Plan and Local 660 Cafeteria Program beginning January 1, 2002. The provisions of this Section 5.38.020 H shall first be reflected on County pay warrants issued on or about January 15, 2002. (Ord. 2004-0001 § 27, 2004; Ord. 2000-0074 § 10, 2000; Ord. 89-0158 § 4, 1989; Ord. 88-0086 § 1(e) -- (h), 1988; Ord. 87-0222 § 4(a), 1987; Ord. 86-0097 § 1, 1986; Ord. 85-0172 § 4(b), 1985; Ord. 85-0149 § 3, 1985; Ord. 84-0003 § 3(a) and (b), 1984; Ord. 12406 § 1(part), 1981; Ord. 4099 Art. 119 § 24051, 1942.)

5.38.030 Claims.

A. Claim Forms. The county shall furnish the claimant with the appropriate forms for applying for benefits and for filing proof of disability. If such forms are requested by the employee and not furnished in a timely manner by the county, the employee shall be deemed to have complied with the requirements for filing application for benefits under this Plan provided a written notice is submitted covering the occurrence and the character and the extent of the disability for which a claim is made within the period of time provided in this Plan for applying for benefits.

B. Application for Benefits. Application for disability benefits must be filed with the county within five months after the first day of absence due to total disability or as soon thereafter as is reasonably possible. However, in the event application is not made within one year from the first day of absence due to the claimed disability, no benefits shall be paid under this Plan. In addition, the employee shall be required to apply for disability benefits under the Federal Social Security Act and to provide the county with verification of such application within 30 days after applying for disability benefits under this Plan.

C. Proof of Disability. Written proof covering the occurrence, the character, and the extent of disability must be furnished to the county within 90 days after an application for benefits has been filed. Failure to furnish proof within the time required will not invalidate or reduce any claim if it was not reasonably possible to give proof within such time; provided, that proof is furnished as soon as reasonably possible. However, in the event the required proof of disability is not furnished within one year from the first day of absence due to total disability, no benefit shall be payable under this Plan.

D. Medical Examination. The county may require such additional proof, as is deemed necessary, including a medical examination at county expense to determine the existence, cause and extent of any injury or sickness which is the basis for a claim for plan benefits.

E. Determination.

1. If the proof received shows to the satisfaction of the chief administrative officer, that an employee is totally disabled, the basic monthly disability benefit shall become payable to be effective as of the expiration of the qualifying period.

2. Total disability shall in all cases be determined by the chief administrative officer, except that any final decision of the Social Security Administration concerning a claim for disability benefits under the Federal Social Security Act shall be conclusive and binding upon all parties.

3. If the chief administrative officer determines after medical examination that an eligible employee or a disability beneficiary is not totally disabled, no disability benefit shall be payable.

F. Appeal. A claimant may appeal the denial, cessation, or cancellation of a benefit under this Plan by filing a written notice of appeal with the chief administrative officer within 60 days of the notice of denial, cessation or cancellation of the benefit. The matter shall then be reviewed by a hearing officer designated by the county. The hearing officer shall conduct a full and fair hearing and render a decision, which shall be final. (Ord. 88-0086 § 1(k), (l), (m), 1988; Ord. 85-0172 § 4(d), 1985; Ord. 12406 § 1 (part), 1981; Ord. 4099 Art. 119 § 24053, 1942.)

5.38.040 Survivor benefits.

A. 1. Upon the death of:

a. An employee either:

i. As a direct consequence and result of injury or disease arising out of and in the course of the performance of his or her assigned duties, or

ii. After five years of continuous service with the County, or

b. A disability beneficiary;

there shall be payable a survivor benefit to his or her surviving spouse or domestic partner consisting of a monthly payment equal to 50 percent of that disability benefit, as defined in Section 5.38.020, to which the disability beneficiary was entitled or the employee would have been entitled if the employee had been totally disabled immediately preceding his or her death; provided, however, effective July 1, 2001 said 50 percent survivor benefit shall be adjusted to 55 percent. This benefit shall continue during and throughout the life of the spouse or domestic partner; provided, however, that no benefit shall be paid to a survivor of a deceased disability beneficiary who was not married to or certified pursuant to Section 2.210.020 of this Code as a domestic partner prior to the qualifying period. If no surviving spouse or domestic partner is entitled to this benefit, or if he or she dies before every child of such deceased employee or deceased disability beneficiary, including a stepchild or adopted child, attains the age of 18 years, then the benefit which the surviving spouse or domestic partner would have received had she or he lived shall be paid to the child or children of the deceased employee or deceased disability beneficiary under the age of 18 years. For the purposes of this section, "stepchild" means a stepchild that was dependent on the employee for support and maintenance at the time of the employee's death.

2. If the survivor benefit is to be paid to surviving children, then the benefit shall be divided among such children in equal amounts; provided, however, that the right of any such child to share in the benefits shall cease upon his or her death, marriage, or upon attaining the age of 18 years. Notwithstanding any other provision of this subsection, the benefit otherwise payable to the children of the deceased employee or deceased disability beneficiary shall be paid to such children through the age of 21 years if such children remain unmarried and are regularly enrolled as full-time students in an accredited school as determined by the chief administrative officer.

B. In the event the deceased employee or disability beneficiary was not receiving Social Security disability benefits, the amount of such benefits the employee or disability beneficiary would have received, if otherwise eligible, shall be estimated for the purpose of computing the benefit provided by this section. The chief administrative officer, upon actuarial advice, shall establish and adjust annually, if required, the table of estimated Social Security disability benefits which shall be utilized in computing the survivor benefits.

C. Should the surviving spouse or domestic partner fail to cooperate with the County for a period of 90 days, the benefit shall be payable to the surviving children of the deceased employee or deceased disability beneficiary who otherwise meet all eligibility requirements. In the event that the survivor benefit is paid to the surviving children, duplicate payment for the same period shall not subsequently be payable to a surviving spouse or domestic partner. (Ord. 2004-0001 § 28, 2004; Ord. 2000-0074 § 11, 2000; Ord. 89-0158 § 5, 1989; Ord. 88-0184 § 2, 1988; Ord. 85-0172 § 4(e), 1985; Ord. 84-0003 § 3(c), 1984; Ord. 12406 § 1 (part), 1981; Ord. 4099 Art. 119 § 24054, 1942.)

5.38.050 Exclusions.

Types of Exclusions. The benefits provided for under this Plan shall not be payable for any:

A. Total disability not justified by prevailing medical evidence and treatment.

B. Disability or death resulting from or contributed to, by any one or more of the following:

1. Intentionally self-inflicted injuries,
2. Participation in or consequences of having participated in the commission of a felony,
3. War or any act of war, declared or undeclared,
4. Any exclusion or other condition making an individual ineligible for disability benefits under the Federal Social Security Act, other than not being insured under that Act; or

C. Disability resulting from, or contributed to, by mental or nervous disorder, drug addiction, or alcoholism, except while the employee is under regular care in a planned program of observation and treatment by a licensed physician or surgeon as required by applicable medical standards. (Ord. 2004-0001 § 29, 2004; Ord. 88-0086 § 1(j), 1988; Ord. 87-0222 § 4(b), 1987; Ord. 85-0172 § 4(c), 1985; Ord. 12406 § 1 (part), 1981; Ord. 4099 Art. 119 § 24052, 1942.)

**COUNTY OF LOS ANGELES
LONG-TERM DISABILITY AND SURVIVOR BENEFIT PLAN
APPEAL AND HEARING PROCEDURES**

Purpose

To prescribe the method to be used in the appointment of a hearing officer and the procedures to be followed in the conduct of a hearing concerning the denial or cancellation of benefits under the County's Long-Term Disability and Survivor Benefit Plan.

I. Legal Authority

The County of Los Angeles Long-Term Disability plan adopted by the Board of Supervisors on July 1, 1981, is contained in 5.38 of the County Code. The appeal provision of the chapter is contained in County Code Section 5.38.030(F) which provides that:

“A claimant may appeal the denial, cessation, or cancellation of a benefit under this Plan by filing a written notice of appeal with the Chief Administrative Officer within 60 days of the notice of denial, cessation or cancellation of the benefit. The matter shall then be reviewed by a hearing officer designated by the County. The hearing officer shall conduct a full and fair hearing and render a decision, which shall be final.”

II. Pre-hearing Procedural Rules

A. Assignment for Hearing and Appointment of Hearing Officer

Upon receipt of a written appeal from the claimant of the denial, cessation, or cancellation of a benefit under the Long-Term Disability Plan (hereinafter referred to as “LTD”), the Chief Administrative Officer (hereinafter referred to as “CAO”) shall assign the case for a pre-hearing and select a hearing officer from the Hearing Officer Panel (hereinafter referred to as “Panel”). Selection shall be made by rotation in order through the list of Panel members.

B. Notification to Parties

Within fifteen (15) calendar days of the receipt of said appeal, CAO shall notify the Claimant and the County LTD Plan Administrator that the case is set for a pre-hearing. The notice shall set forth the name of the selected hearing officer, the name of one or more alternate Hearing Officer(s) (the next Hearing Officer(s) on the list of Panel members) and a copy of the hearing procedures.

C. Petition for Selection of Alternate Hearing Officer

The Claimant shall have fifteen (15) calendar days from the date of mailing of the notice of selection of the hearing officer to petition the CAO requesting selection of the alternate hearing officer from the Panel. The petition must be supported by a declaration under penalty of perjury in substantially the same form attached as Exhibit A (see attached). Upon receipt of Claimant's declaration, the CAO shall assign an alternate hearing officer from the panel.

D. Setting of Pre-Hearing Conference Date and Request for Pre-Hearing**Statement**

The CAO shall notify all parties no later than fifteen (15) calendar days from the final appointment of the hearing officer of

- (1) The time and place of the pre-hearing, which is to commence no later than ninety (90) calendar days thereafter.
- (2) The necessity of the County LTD Plan Administrator to prepare a pre-hearing statement to be received by the CAO on the pre-hearing conference date.
- (3) The requirement of a pre-hearing conference for the purpose of presenting the pre-hearing statement to the Claimant along with presenting documentary evidence to be used by the County LTD Plan Administrator in support of its decision. A pre-hearing conference between the parties is required to be held not later than five (5) calendar days prior to the hearing date.

- (4) To advise the Claimant that a pre-hearing statement must be provided prior to the setting of a hearing date.

E. Pre-hearing Statement

The Claimant and the LTD Plan Administrator shall provide a Pre-Hearing Statement. The LTD Plan Administrator shall provide their Pre-Hearing Statement at the time of the Pre-Hearing Conference. The Claimant shall provide their Pre-Hearing Statement prior to the setting of a hearing date. The pre-hearing statement shall contain the following:

- a. A statement of the issues and the contentions of the parties, and a summary of the evidence to be presented;
- b. A list and copies of any medical reports and depositions of medical witnesses upon which the Claimant or the County LTD Plan Administrator will rely;
- c. The names, business addresses, and telephone numbers of any lay witnesses whose testimony the Claimant or the County LTD Plan Administrator intends to present at the hearing, and a synopsis of each witness' expected testimony;
- d. The names, business addresses, and telephone numbers of any medical witnesses the Claimant or the LTD Plan Administrator intends to call for oral testimony at the hearing or special hearing set for that purpose and a synopsis of the expected testimony.

III. Hearing Procedural Rules

A. Conduct of Hearing

The hearing shall be formal but need not be conducted according to technical rules relating to evidence and witnesses.

- (1) Oral evidence shall be taken only under oath or affirmation.
- (2) Each party shall have these rights: to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter

relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called the witness to testify; and to rebut adverse evidence.

- (3) The Claimant may be called and examined as if under cross-examination if the Claimant does not testify under direct testimony.

B. Evidence

Any relevant evidence shall be admitted if it is the sort of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might deem improper the admission of such evidence over objection in civil actions.

C. Hearsay Evidence

Hearsay evidence may be admitted for any purpose but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

D. Privilege and Judicial Notice

The rules of official or judicial notice and privilege shall be effective to the same extent as in civil actions. The hearing officer shall take official notice of those matters which must be judicially noticed pursuant to Section 451 of the California Evidence Code, and may take official notice of those matters which may be judicially noticed of any matter specified in said Section 452 if the provisions of Section 453 of the evidence code are complied with by a party.

E. Findings of Fact and Decision

The hearing officer shall have thirty (30) calendar days from the conclusion of the hearing to submit a written report to the CAO, which shall be final. The report shall include: 1) Introduction; 2) Appearances; 3) Issues Presented; 4) Relevant Code Provisions; 5) Summary of the Evidence Presented and Analysis; 6)

Findings of Fact; 7) Conclusions; and 8) Decision. This report shall be served on the parties by the CAO.

F. Transcripts of Hearings

Hearings shall be recorded via audiotape. The audiotape shall be maintained by the CAO at the conclusion of the claim. The Hearing Officer shall provide the tape recording device and assure that testimony ceases while tapes are changed. Copies of audio transcripts are available upon written request and will be provided at the requesting party's expense. If either party desires to have a court reporter make a transcript of the hearing or produce a transcript from the audiotape that party shall do so at their own expense.

G. Alteration of Time Requirements

Nothing in these procedural rules is to be construed as preventing the parties from stipulating to intervals other than those prescribed above. The hearing officer may for good cause shown, after giving both parties an opportunity to be heard, shorten or lengthen the times specified above. Upon showing of good cause, time requirements may be waived.

H. Definition of Time Requirements

All time requirements are referencing calendar days. Any time requirement falling on a weekend or holiday shall be advanced to the next business day.

LTD Hearing Procedures

January 10, 2005

ATTACHMENT III

Sample Pre-Hearing Conference Notice

January 6, 2004

John Doe
1111 Work Street
Los Angeles, CA 90011

Jane Jones
VPA, Inc.
P.O. Box 9830
Calabasas, CA 91372-0830

Re: LTD Claim # 532610

Dear Mr. Doe and Ms. Jones:

The County of Los Angeles has designated _____ as the Hearing Officer to adjudicate the above-referenced claim for Long-Term Disability benefits. _____ will conduct a full and fair hearing and render a decision, which shall be final. The first step in the hearing process is the pre-hearing conference, which is scheduled for:

Date and time: Tuesday, January 21, 2004, **10:00 am**
Location: 3333 Wilshire Blvd. (Northwest corner of Wilshire and Catalina)
10th floor, Suite 1000
Los Angeles, CA 90010

We will validate parking for the parking garage located under the building. The entrance to the parking garage is on Catalina Street.

The purpose of the pre-hearing conference is to discuss the hearing process and any procedural problems, determine the issue(s) to be decided by the Hearing Officer, and to submit or arrange for the submission of documents to be considered.

If you are unable to attend on the above date and need to reschedule, please contact me at (213) 738-2194 as within three business days. **Optional wording if the hearing was previously cancelled:** Failure to appear at this hearing will be deemed withdrawal of the claim.

Sincerely,

CHERYL SCOTT
Program Specialist III
cc:

Sample Pre-Hearing Conference Summary

Date

Jane Doe
8210 Crenshaw Blvd.
Doeville, CA 90000

RE: LTD Claim # 123456

Dear Ms. Doe:

This letter confirms the following:

- A pre-hearing conference was held on September 3, 2003, in preparation for the hearing you requested on the above-referenced Long-Term Disability (LTD) claim.
- The issue for the Hearing Officer to decide was defined as **pick one option: whether you are disabled from your occupation or whether you are disabled within the meaning of the Federal Social Security Act.**
- Ms. _____ submitted VPA's pre-hearing statement, which includes the evidence VPA is submitting in support of their determination that you do not qualify for Long Term Disability because you do not meet the definition of an eligible employee under the LTD plan. A copy of VPA's pre-hearing statement was given to both you and the Hearing Officer. _____.
- You are to prepare a pre-hearing statement, which will include your statement of the issue for the Hearing Officer to decide and the evidence you are submitting in support of your claim for LTD benefits. You are to make two copies of this information, one copy for the Hearing Officer and one copy for VPA. When this is done, you will contact _____ at VPA and she will schedule the date for your hearing. You can reach _____ on VPA's cost-free number at 1-800-786-8600. The hearing must be held within 45 calendar days.

If you have any questions about the above, please feel free to call me at (213) 738-2194.

Sincerely,

CHERYL SCOTT
PROGRAM SPECIALIST III

c: _____, Hearing Officer
_____, VPA, Inc.

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name: _____ Contract No. _____

Employee Name: _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name: _____ Contract No. _____

Employee Name: _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.